

**City Of Fort Walton Beach
REQUEST FOR PROPOSALS
RFP #17-001
Professional Planning Services for Downtown Master Plan**



Issued By:

**Purchasing Division
105 Miracle Strip Pkwy, SW
Fort Walton Beach, Florida 32548
(850) 833-9523
Fax (850) 833-9643
Website: <http://www.fwb.org>**

Date of Issue: November 3, 2016

Note: A voluntary Pre-Proposal meeting will be held on November 17, 2016 at 10:00 a.m. in the City Hall Annex – Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

City of Fort Walton Beach, Purchasing Division
 105 Miracle Strip Pkwy, SW
 Fort Walton Beach, Florida, 32548
 850-833-9523



REQUEST FOR PROPOSAL	
RFP 17-001 – Professional Planning Services for Downtown Master Plan	
Posting Date	November 3, 2016
Purchasing Contact	Giuliana Scott, Purchasing Agent 850-833-9523 / gscott@fwb.org
Opening Date & Time	December 6, 2016, 2:30 PM, CST
Bid Opening Location	City Hall Annex Building, Purchasing Div., 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information</u> : Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to</u> : Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Note: A voluntary Pre-Proposal meeting will be held on November 17, 2016 at 10:00 a.m. in the City Hall Annex – Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Department no later than ten (10) days prior to the proposal opening date.

PURCHASING CONTACT FOR THIS PROPOSAL:

Giuliana Scott, Purchasing Agent
 Phone: 850-833-9523
 Fax: 850-833-9643
 Email: gscott@fwb.org

TABLE OF CONTENTS

PROPOSAL COVER PAGE1

PROPOSAL REQUEST2

TABLE OF CONTENTS.....3

STANDARD FORMS 4 - 9

SECTION 1: GENERAL TERMS & CONDITIONS 10 - 16

 Performance Bond13

 Insurance 13 - 14

 Local Merchant Preference14

 Minority/Veteran/Woman-Owned Business.....15

 Public Records 15 - 16

SECTION 2: SPECIAL TERMS & CONDITIONS 17 - 20

 Overview; Budget & Performance Time17

 RFP Schedule.....17

 Project: Downtown Master Plan & Components..... 17 - 20

SECTION 3: SUBMISSION REQUIREMENTS 21 - 24

 Proposal Length / Copies21

 Format & Sections 21 - 23

 References.....23

SECTION 4 - EVALUATION OF PROPOSALS.....24

 Evaluation Committee & Scheduled Meeting24

 Evaluation Criteria 24 - 25

 Scoring25

 Presentations 25 - 26

 Questions; Prohibition of Communications..... 26-27

 Envelope Label for proposals27

SECTION 5 - ADDITIONAL TERMS & CONDITIONS..... 28-29

NOTICE TO PROPOSERS30

STANDARD FORMS

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1. PROPOSER'S CERTIFICATION
2. ADDENDUM PAGE
3. DRUG FREE WORKPLACE
4. PUBLIC ENTITY CRIMES FORM

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

PROPOSER'S CERTIFICATION – RFP 17-001

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Vendor's Notes, Scope of Work, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

BY: _____
SIGNATURE (ORIGINAL – blue or black ink)

NAME & TITLE (type or print)

EMAIL ADDRESS (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

Acknowledged & subscribed before me on the _____ day of _____, 2016,
by _____, as the _____ of
[business] _____

Signature of Notary
Notary Public, State of _____

Personally Known _____ -OR- Produced Identification of: _____

ADDENDUM PAGE RFP #17-001

The undersigned acknowledges receipt of the following addenda to the Documents
(Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.

NAME OF BUSINESS

BY: _____
Signature

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

() _____
FAX NUMBER

DATE

DRUG-FREE WORKPLACE FORM RFP 17-001

The undersigned vendor, on _____, 2016, in accordance with Section 287.087, Florida Statutes, certifies that [company] _____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED

PUBLIC ENTITY CRIME FORM – RFP 17-001**SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # _____

This sworn statement is submitted by _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____ and my relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active n management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

(Signature)

(Date)

STATE OF: _____ COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

1.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

1.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud in the Purchasing Division at City Hall Annex Building, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

1.2 AMERICANS WITH DISABILITIES ACT: Persons with disabilities needing a special accommodation to participate in this proceeding should contact the City Clerk, 107 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548, (850) 833-9509, at least seven (7) days before the date on which the accommodation is requested.

1.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions.

- 1.3.1 Independent Contractor Status; Indemnity: At all times the contractor will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 1.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 1.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 1.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

- 1.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 1.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 1.3.7 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 1.3.8 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- 1.3.9 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.

1.4 **PROPOSER'S CERTIFICATION FORM**: Each proposer shall complete the "proposer's certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the proposer's certification is not submitted

with the proposal.

1.5 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

1.6 **FLORIDA PROMPT PAYMENT ACT:**

- 1.6.1 **Proper Invoice:** For purposes of billing submission and payment procedures, a proper invoice by a contractor, vendor or other invoicing party shall include at least the following information:
- 1.6.1.1 Description, including quantity, of the goods or services provided to the City reasonably sufficient to identify the goods or services.
 - 1.6.1.2 Amount due, applicable discounts, and the terms of payment.
 - 1.6.1.3 Full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute, a mailing address for payment purposes (if they are different) and a telephone number.
 - 1.6.1.4 The purchase order or contract number as supplied by the City.
 - 1.6.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.
- 1.6.2 **Delivery Of Invoice:** All invoices, to be considered a proper invoice, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway, SW, Fort Walton Beach, Florida, 32548.
- 1.6.3 **Delivery Acceptance Required:** An invoice will not be considered proper unless there has been delivery, installation, or provision of the goods/services to the correct City office, division, or department, acceptance by the City of the goods/services, and the contractor has otherwise complied with all of the contract's terms and conditions and is not in default of any of them.
- 1.6.4 **Invoice Dispute Procedure:** If there is a dispute between the City and contractor regarding an invoice, the City or contractor may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy

of all materials and information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment request or proper invoice was received by the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

1.7 **CONFLICTS:** The proposer acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

1.8 **DRUG FREE WORKPLACE CERTIFICATION:** By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

1.9 **PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES:** The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

1.10 **INSURANCE & PERFORMANCE BONDS:** Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

1.11 **PERFORMANCE BOND REQUIREMENTS:** Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

1.12 **INSURANCE:** Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

1.12.1 Workers Compensation

1.12.1.1	Coverage A:	in conformity with Florida Statute 440
1.12.1.2	Coverage B:	\$500,000/\$500,000/\$500,000

1.12.2 Commercial General Liability*

Each occurrence for:

1.12.2.1	Bodily Injury/ Property Damage:	\$1,000,000
1.12.2.2	Personal and Advertising Injury:	\$1,000,000
1.12.2.3	Products/Completed Operations Aggregate:	\$2,000,000
1.12.2.4	General Aggregate:	\$2,000,000
1.12.2.5	Fire Damage:	\$100,000

1.12.2.6	Medical Payments:	\$10,000
1.12.2.7	Contractual Liability where applicable	

*** Commercial General Liability must be on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, and must show City of Fort Walton Beach as an additional named insured with respect to these coverages.**

1.12.3 Business Automobile Liability

1.12.3.1 Combined Single Limit: \$1,000,000

1.12.4 Umbrella \$1,000,000 each occurrence / \$1,000,000 aggregate

1.12.5 Policy Provisions

1.12.5.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2013 or its equivalent.

1.12.5.2 Coverage shall apply as Primary and non-contributory.

1.12.5.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

1.12.5.4 Notice will be delivered in accordance to Policy Provisions.

1.13 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

1.13.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

1.13.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

1.13.2 Exception to this Local Merchant Preference policy shall apply to:

1.13.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.

1.13.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).

1.13.3 The City Council may waive application of the local merchant preference.

1.14 **MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISE:** Certification as a MBE/WOB/SDVOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a Minority Business Enterprise, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

1.15 **PUBLIC RECORDS**

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509
clerk@fwb.org**

- 1.15.1 Consultant shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.
- 1.15.2 Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the Consultant does not transfer the records to the City.
- 1.15.3 Upon completion of the contract, Consultant shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records.
- 1.15.4 All public records stored electronically must be provided to the City,

upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- 1.15.5 Failure of Consultant to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.
- 1.15.6 If Consultant fails to provide the public records to the City within a reasonable time Consultant may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Consultant has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.0 OVERVIEW, SCOPE OF WORK, BUDGET, SCOPE OF SERVICES:

2.1 OVERVIEW –

2.1.1 The City of Fort Walton Beach Community Redevelopment Agency (CRA) is seeking a qualified professional planning firm or consultant to facilitate a community planning process that culminates in the development of a Master Plan for the Downtown area of Fort Walton Beach, Florida. The selected consultant will facilitate the public outreach efforts, develop conceptual elements based on the input received through the public participation efforts, and prepare recommendations for the urban design, redevelopment of the waterfront and district, future land use, and transportation plan for Downtown Fort Walton Beach.

2.2 PROJECT BUDGET / PERFORMANCE TIME

2.2.1 Project Budget: The City has a project budget of \$100,000.

2.2.2 Performance Time - The successful firm shall provide the required services within ninety (90) calendar days after the Notice to Proceed has been issued.

2.3 SCOPE OF SERVICES

2.3.1 This project is intended to result in the creation of a Downtown Master Plan. This plan will establish a blueprint that illustrates the existing and potential public and private sector opportunities in the CRA and downtown areas of the City. The Downtown Master Plan is intended to enhance the success of the broader CRA efforts and concentrate the focus on improving the vibrant economic potential of the downtown area.

2.4 RFP SCHEDULE: The following identifies the tentative RFP process schedule:

RFP PROCESS	DATE
Request for Proposals Issued	November 3, 2016
Pre-Proposal Meeting (Non-mandatory)	November 17, 2016
Proposals Due	December 6, 2016
Evaluation Committee Meeting	December 13, 2016
Presentations (if needed)	1 st week of Jan '17
City Council Award (tentative date)	January 24, 2017

2.5 DOWNTOWN MASTER PLAN

The Downtown Master Plan will also provide an assessment of how proposed major initiatives, such as FDOT’s replacement of Brooks Bridge, FDOT’s Santa Rosa Sound Alternative Crossing Study, the Landmark Center development, and Fort Walton Landing Park improvements, can have a positive or negative impact on the City’s Downtown Area. The ultimate goal is to create a unified vision for Downtown by developing a master plan that combines the City's vision for the CRA and the Downtown District. The recommendations of the Downtown Master Plan will be incorporated into the City’s CRA Plan Update, which will occur in FY 2016-17.

2.6 DOWNTOWN MASTER PLAN COMPONENTS - The Downtown Master Plan will include, at a minimum, the following critical elements:

- 2.6.1 Downtown Fort Walton Beach: Define the identity, the character, the theme, and the resources that bring people to Downtown.
- 2.6.2 The basis of the Downtown Master Plan should be the goals, objectives and strategies identified in the City's Community Redevelopment Area Plan, the Comprehensive Plan, the Downtown Business & Entertainment Overlay District, the Fort Walton Landing Improvement Project, the FDOT Brooks Bridge Replacement Project, the FDOT Santa Rosa Sound Alternate Crossing Study, and any other plans developed over time within this area.
- 2.6.3 Downtown Master Plan should focus on the CRA plan components that specifically best serve the initiatives of the Downtown area.
- 2.6.4 Each initiative, outcome or recommendation of action must include the identification of the appropriate funding source (i.e. Federal, State, local, CRA, CIP funds, grants, loans) that will be necessary and available to complete each action.
- 2.6.5 Plan should include an economic analysis of the impacts of past and proposed projects in the Downtown area. The economic analysis shall also evaluate the impact of special events on the Downtown area.
- 2.6.6 Coordinate with public sector officials/agencies and private sector stakeholders to grasp the history and understand of the planning studies and past initiatives associated with the redevelopment of the downtown area. Establish a meeting schedule for each group.
- 2.6.7 Public officials/agencies include, but not limited to, City of Fort Walton Beach, State of Florida, West Florida Regional Planning Council, Florida Department of Transportation, Okaloosa County, Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers.
- 2.6.8 Private sector stakeholders include existing businesses, property owners, organizations, citizens, special interest groups, and area residents.
- 2.6.9 Plan should define the boundary of the Downtown Master Plan area, based on the systematic analysis of land use data, available information, current conditions and plan objectives.
- 2.6.10 Extensive inventory and analysis of existing conditions, including property, demographics, zoning, land use, design, transportation, infrastructure, and other technical support data. Provide recommendations on changes to these elements.
- 2.6.11 Review past studies and plans related to the Downtown area, which include the following:
 - Community Redevelopment Area Master Plan
 - Comprehensive Plan
 - Land Development Code
 - Downtown Design Overlay District
 - FDOT Brooks Bridge Replacement Study
 - Santa Rosa Alternative Crossing Study
 - Landing Park Master Plan

- U.S. Round the Mound PD&E Study
 - Indian Temple Mound Concept Plan
 - Parking Facilities Master Plan
 - Entertainment District
 - Gateway Park Design
 - Downtown Signage
 - Streetscape Study
 - Homelessness Assessment
- 2.6.12 Specifically review the FDOT's Bridge Replacement Study, FDOT's Santa Rosa Alternate Crossing Study, and City's U.S. 98 Round the Mound PD&E Study and provide feedback detailing the positive and negative effects of these concepts as it relates to existing downtown businesses and future economic development activity.
- 2.6.13 Work directly with the City, FDOT District 3 Brooks Bridge project staff, FDOT HDR Project Management Team and the Stakeholder Advisory Group (SAG) to precisely understand how proposed planned improvements will impact the Downtown Master Plan.
- 2.6.14 Establish a Brooks Bridge Replacement Impact Zone in Downtown that specifically address the issues the bridge replacement project will cause for existing businesses, including loss of revenue and value depreciation.
- 2.6.15 Develop a strategy to encourage impacted business receiving FDOT Relocation Assistance to stay and move to other locations in the Downtown area.
- 2.6.16 Develop a redevelopment strategy in coordination with the Brooks Bridge Replacement Study for the entire Downtown area.
- 2.6.17 Plan should include a detailed traffic analysis examining traffic flows and methods to alleviate congestion through the Downtown area.
- 2.6.18 Incorporate the information from FDOT's Brooks Bridge Replacement Study and Santa Rosa Sound Alternate Crossing Study to develop a recommendation of the best method of moving vehicular traffic in and around the U.S. Highway 98 corridor.
- 2.6.19 Analyze a municipal marina at the Landing or other location(s), which could provide a catalyst to stimulate economic development, job growth and an indirect incentives for business investment.
- 2.6.20 Identify opportunities for public realm improvements in the form of streetscapes, gateways, waterfront walkways, parks and recreation trails, street classifications, connectivity, and infrastructure (including utilities).
- 2.6.21 Transportation analysis of what options, other than personal automobile, or initiatives are available to get people into and out of downtown, including:
- Non-traditional Trolley Service from designated lots, north, west and east of Downtown
 - Utilize City property(ies) for parking for special events, provide transportation for public transportation, taxi service, and ride sharing companies
 - Water Taxi or Ferry Service between Downtown and neighboring

communities

- 2.6.22 Plan should examine traffic circulation, bicycle & pedestrian access and how to improve and manage multi-modal transportation systems while improving access to the Downtown area.
- 2.6.23 Identify issues and concerns including: traffic and pedestrian circulation, pedestrian safety, parking need, deterioration of physical conditions and the existence of irregular and/or small lots sizes.
- 2.6.24 Analyze Downtown Housing development options. Provide incentives, both financial or through land development options, for constructing downtown housing to reduce vehicular impact.
- 2.6.25 Examine retail, employment, cultural/visitor opportunities, housing, open space, and the boardwalk within the Downtown area. Provide recommendations on anticipated outcomes.
- 2.6.26 Plan should consider the impact and benefits of targeting tourism for economic development.
- 2.6.27 Evaluate branding and wayfinding opportunities and develop an action plan to better market the visibility of the Downtown area.
- 2.6.28 Identify any potential public-private partnership opportunities for redevelopment with the area.
- 2.6.29 Assess event opportunities and locations to maximize the potential of the Downtown area.
- 2.6.30 Based on existing and available information, prepare a Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis to evaluate how the City of Fort Walton Beach can better promote and achieve economic development, tourism, investment and enterprise in the Downtown.
- 2.6.31 Master Plan should include 5 year, 10 year, and 20 year programming for the Downtown area.
- 2.6.32 Address available funding sources and community partners to implement the recommendations of the Plan.

2.7 The Public Participation process for this project will include, at a minimum, the following elements:

- 2.7.1 Identify key stakeholders within the Downtown area and develop a Stakeholder Committee at the beginning of the project.
- 2.7.2 Conduct stakeholder interviews with local business owners, property owners, realtors, etc.
- 2.7.3 Conduct online surveys to gather information on project related items.
- 2.7.4 Present project progress and recommendations to the City's CRA Board of Directors, City Council, Greater FWB Chamber of Commerce, and Downtown Association, Inc.
- 2.7.5 Facilitate meetings, workshops, interviews, and development of public outreach materials.

3.0 FORMAT & REQUIREMENTS OF SUBMISSION:

REQUIREMENTS FOR PROPOSAL SUBMISSION: Only those firms or individuals submitting Proposals which meet the requirements herein specified will be considered regardless of past contracts with the City of Fort Walton Beach.

3.1 **ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of this Request for Qualifications and should not exceed 75 pages in length. The page count criteria are listed in Section 3.2 of this RFP.

3.1.1 **Submit one (1) original (marked original on the cover) and five (5) complete, individually bound, identical copies of the Statement of Qualifications, along with one (1) electronic copy provided on either flashdrive or CD.**

3.2 **FORMAT:** To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below (Sec 3.2.1 – 3.3). The page count for the proposals shall not exceed 75 pages in length (two-sided pages shall count as two pages). The page count shall not include required forms listed in Section 1 of this RFP, section dividers, or Items 3.2.1 through 3.2.3 of this section:

3.2.1 **TITLE PAGE:** Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission.

3.2.2 **TABLE OF CONTENTS:** The table of contents should include a clear and complete identification by section and page number of the materials submitted.

3.2.3 **EXECUTIVE SUMMARY:** The purpose of the Executive Summary is to provide an overview of the Proposer's qualifications to perform the scope of services. At a minimum, the Executive Summary should contain the following information:

- Name and address of Proposer's office;
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- Description of the Proposer's project plan;
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.

3.2.4 **STATEMENT OF UNDERSTANDING:** Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and objectives in this RFP for the creation of a Downtown Master Plan.

3.2.5 **SIMILAR PROJECT EXPERIENCE:** Provide detailed examples demonstrating experience for the type of work requested in the scope of services. Specifically, proposers should be detailed in describing their level of experience in similar or related work working with local communities to create a Downtown Master Plan.

- List Consultant's qualified personnel that have direct experience with CRA Plans, community redevelopment projects, financing and reinvestment strategies and economic development initiatives and processes.
 - Provide employee job title, work responsibilities and resumes.
- List cities the Consultant has provided professional master planning services; provide three (3) references, including contact person, phone number and email address.

3.2.6 SCHEDULE, WORK PLAN, & READINESS TO PROCEED. Proposers must submit an outline of the firm's anticipated schedule, work plan and resources available to complete the elements described in the scope of services. Also provide a detailed discussion on the intended project management processes that will be employed during this project.

3.2.6.1 Proposer's project schedule shall include a description of the overall project timeline, including time required to complete each specific task identified in this proposal's scope of services including the following:

- Schedule and Timeline for Citizen Participation Process.
- Schedule for Notification requirements to Taxing Authorities, Agencies and Counties.
- Schedule of public meetings with the City Council, stakeholders, community organizations, associations, residents, citizens, and other interested parties.

3.2.6.2 Readiness to Proceed. Proposer's shall provide the current and planned workloads, including company resources allocations, in order to verify the Proposer can meet the required performance parameters of this contract in a timely manner. Proposer shall provide detailed information concerning available staff and work load of the firm's designated office for this project and to establish the readiness to proceed status of the Proposer.

3.2.7 PROJECT TEAM MEMBERS. Identify the Project Team and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks of this project. The resumes shall include the professional credentials and experience of the firm's key members who will complete the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFP.

3.2.8.1 For each member of the project team, provide their:

- Title
- Area of Specialty in Planning or related fields
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing. Total years of experience
- Years with firm

- Specific involvement/role proposed for project
- Specific involvement/role in projects used as references or experience summary.

3.2.7.2 Include an organizational chart for the proposed project team.

3.2.7.3 This item shall also include a short descriptive summary of the firm's key members experience in each of the areas outlined in the Scope of Services. Each program area identified in the Scope of Services shall be limited to a one page summary.

3.2.7.4 This item shall also include a discussion of any sub-consultants that may be employed for this contract, including their qualifications and roles in any project.

3.2.8 REFERENCES. Please list a minimum of three (3) references from Municipal Governments with at least the following information:

- Governments Name
- Contact Individual
- Contact's Title
- Phone Number and email address
- Brief Description of the Project(s) Completed, including CRA Projects.

3.2.8.1 The City reserves the right to conduct reference checks for firms submitting qualifications. In the event that information obtained from the reference checks reveals concerns about the firm's past performance or their ability to successfully perform the contract to be executed based on this RFP and subsequent RFP, the City may, at its sole discretion, determine that the firm is not the most qualified firm and may select the next highest-ranked firm whose reference checks validate the ability of the firm to successfully perform the work. The City also reserves the right to check references from others not identified by the Proposer.

3.2.9 COST PROPOSAL: Provide total project cost as a not to exceed price to complete the project in its entirety. The total project cost should be the sum total of the quantitative cost to complete each task included in the proposal scope of services. The quantitative cost breakdown shall also include the detailed cost for the Proposer to participate in all the public hearings and other various meetings referenced in the RFP and included in the Proposer's project schedule.

3.2.10 MINORITY BUSINESS ENTERPRISE: Identify whether the Proposers, or any of the Proposer's team qualifies as a Minority Business Enterprise pursuant to Florida Statutes 288.703.

3.2.11 PRIMARY OFFICE LOCATION. Identify the location of the primary office that will perform the majority of the work on this contract.

- Florida office location address of Proposer
 - Length of time the office has be open and operational.

- Office lease terms for continued use.
- The project manager must reside in the primary office and have been assigned to that office.
- This item shall also include pertinent information concerning the location of the primary firm of the Proposer.

3.3 **ADDITIONAL INFORMATION.** Please provide any other information which you feel would help the Evaluation Committee evaluate your firm for this project.

4.0 EVALUATION OF PROPOSALS - It is intended that one firm shall be selected to perform city planning services on behalf of the City of Fort Walton Beach as identified in this RFP. The City of Fort Walton Beach's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

4.1 **Evaluation Committee** – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the evaluation committee will score each proposal based on the assigned evaluation criteria. After meeting the mandatory minimum requirements, the proposals will be evaluated on both qualifications and the technical merits of the firm. The Evaluation Committee will “short-list” between minimum of three (3) and up to (5) firms that best meet the City's needs based upon its evaluation of all of the proposals. Proposals will be evaluated in accordance with the rating system listed in Section 4.6 below.

4.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. November 17, 2016 in the City Hall Annex Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

4.3 **Rating System** - The Evaluation Committee will rate all proposals utilizing the Weighted Rating System (see Section 4.7). The average of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

4.4 **Presentation/Interview:** At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal.

4.5 The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

4.6 **Evaluation Criteria:** Proposals will be evaluated by the City of Fort Walton Beach's Evaluation Committee using the criteria shown in 4.7:

4.7 EVALUATION CRITERIA SCORING:

EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Similar Project Experience	25%	0 to 5	
Schedule, Work Plan, Readiness to Proceed	20%	0 to 5	
Project Team Members Qualifications	15%	0 to 5	
Statement of Project Understanding	10%	0 to 5	
Price	10%	0 to 5	
Primary Office Location	10%	0 to 5	
Minority Business Enterprise	5%	0 to 5	
Local Merchant Preference	5%	0 to 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING	WEIGHTED RATING
Presentation/Q &A (For Short-Listed Firms if needed)	50%	0 to 10	
FINAL WEIGHTED RATING:			

*** Ratings:**

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

4.7.1 **REQUESTS FOR ADDITIONAL INFORMATION:** During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

4.8 **SHORT LIST.** After review of all proposals and rating by the Evaluation Committee, the committee will rank, in order of preference, a short list of three (3) and up to (5) proposers.

4.9 PRESENTATIONS:

4.9.1 At the sole determination of the City, a minimum of three (3) and up to (5) firms may be “short-listed” based upon submittal evaluations. Short-listed firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an

opportunity to change any items in the original proposal.

- 4.9.2 If presentations are elected, the Purchasing Agent shall schedule the time & location of presentations and notify the selected firms. Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary. Presentation shall be limited to a total of 45 minutes, including the question and answer period. The presentations shall assist the Evaluation Committee in selecting the most qualified firm(s) for this project.
- 4.9.3 After the presentations and Evaluation Committee scoring, in the event of a tie, the City reserves the right to request clarification of presentation information and/or request a second presentation from the tied firms.
- 4.9.4 Based on the final scoring of the Evaluation Committee after the last presentation, a recommendation shall be made by the Evaluation Committee to the City Council to begin negotiations with the highest ranked firm.
- 4.9.5 The City reserves the right to reject all proposals. In the event the City does so, it shall provide in writing to all proposers the reasons for its rejection.

4.10 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

- 4.10.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.
- 4.10.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.
- 4.10.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- 4.10.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

4.10.5 **Additionally, the city prohibits communications initiated by a proposer to the City official, employee or committee member evaluating or considering the proposals prior to the time an award decision has been made.** If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

4.11 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

4.12 **RESPONSE TO RFP:**

4.12.1 Contact Restrictions for Proposers: All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office, other City employees or Evaluation Committee members regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at www.fwb.org. Any such contact shall be cause for rejection of your proposal.

4.12.2 **All proposers shall direct communications and inquiries to:**

**Giuliana Scott, Purchasing Agent
City of Fort Walton Beach
105 Miracle Strip Pkwy. SW
Fort Walton Beach, FL 32548
Phone: (850) 833-9523
Fax: (850) 833-9643
Email: gscott@fwb.org**

4.12.3 **Cut out and use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".**



**Deliver to: Purchasing Agent – City Hall Annex Building
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548**

SEALED BID DO NOT OPEN

SEALED RFP#: 17-001

RFP TITLE: Prof Planning Svcs – Downtown Master Plan

DUE DATE/TIME: 12/06/2016 2:30 PM – Central Time

5.0 ADDITIONAL TERMS & CONDITIONS

5.1 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

5.2 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS: The City reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

5.3 INTERVIEWS: A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein.

5.4 INCURRED EXPENSES: The City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP, as well as for any expenses incurred in connection with required presentations..

5.5 PROPOSALS BINDING: All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.

5.6 ALTERNATE PROPOSALS: An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.

5.7 ADDENDUM AND AMENDMENT TO REQUEST FOR PROPOSAL: If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at www.floridaproposalsystem.com and/or on the City's website at www.fwb.org. It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

5.8 PROPRIETARY INFORMATION: In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFP's and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall identify specifically any such information contained in their proposals and cite specifically the applicable exempting law.

5.9 PROPERTY OF THE CITY: All proposals received from proposers in response to

this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

5.10 CONTRACT AWARD: The Proposer's proposal must be complete to be considered for award.

5.10.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

5.10.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

5.10.3 It is the City's intent to make an award within ninety (90) working days of the proposal due date.

5.10.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

5.12 VENDOR PROTESTS: Proposers or Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days after City Council award.

5.13 NEGOTIATIONS

5.13.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

5.13.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

CITY OF FORT WALTON BEACH, FLORIDA

NOTICE TO PROPOSERS**BID NUMBER: RFP# 17-001****Date: November 3, 2016**

The City of Fort Walton Beach will accept sealed proposals at City Hall until December 6, 2016, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division, 105 Miracle Strip Parkway SW, FL 32548 for the following:

RFP #17-001 - Professional Planning Services for Downtown Master Plan

Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at www.FloridaBidSystem.com (registration required) or at the City of Fort Walton Beach website at www.FWB.org.

Note: A voluntary Pre-Proposal meeting will be held on November 17, 2016 at 10:00 a.m. in the City Hall Annex – Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

Additional technical information relative to this proposal may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP #17-001 Professional Planning Services for Downtown Master Plan**

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.

Deliver responses to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.