

**CITY OF FORT WALTON BEACH
REQUEST FOR QUALIFICATIONS
RFQ #25-005**

Pre-Qualification and Selection for General Consulting Services



Issued By:

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

Date of Issue: April 3, 2025

Responses Due: May 6, 2025 2:30PM Local Time

Note: A non- mandatory Pre-Proposal meeting will be held on April 14, 2025 at 10:00 a.m. in the City Hall Annex Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548.

DISCLAIMER – ALL CITY OF FORT WALTON BEACH FORMAL SOLICITATION DOCUMENTS ARE POSTED ONLY ON TWO WEBSITES:

www.FWB.org/bids.aspx
www.BidnetDirect.com

NO OTHER THIRD-PARTY WEBSITES ARE AUTHORIZED TO REPRESENT CITY BIDS. Bidders are cautioned to rely only on the City website's Purchasing Page, or on BidNetDirect accessing up-to-date solicitation documents, attachments and bid changes.

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1.0 INTRODUCTION

1.1 The City of Fort Walton Beach is requesting a Statement of Qualifications (SOQ) from prospective consulting firms to identify and pre-qualify professional consulting firms to provide general consulting services on an as-needed basis to the City of Fort Walton Beach. Qualified firms shall be called upon to provide consulting services as needed in cases where the City's staff is unable to meet the needs of a specific project.

1.2 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 the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

1.3 The information in this Request for Qualifications outlines the scope of work, guidelines for proposal preparation, selection procedure, and contract requirements for firms interested in providing services. This RFQ has been prepared and will be administered in accordance with Section 287.055, Florida Statutes, Consultants' Competitive Negotiations Act.

1.4 STATEMENT OF QUALIFICATIONS SUBMISSION DEADLINE: May 6, 2025 – 2:30PM local time

1.5 **PRE-SUBMISSION MEETING:** Those interested in responding to the Request for Qualifications (RFQ) are encouraged to attend a Non-Mandatory Pre-Proposal Meeting on April 14, 2025. The meeting will be held at 10:00AM in the City Hall Annex Training Room at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.

1.6 **RFQ SCHEDULE:** The following identifies the RFQ process schedule:

RFQ PROCESS	DATE
RFQ Solicitation Issued	April 3, 2025
Pre-Submission Meeting	April 14, 2025
Proposals Due	May 6, 2025
Initial Evaluation Committee Meeting (tentative)	May 27, 2025
Short-List Firm Presentations (if needed)	June – 1 st wk
Final Evaluation Committee Meeting (if needed)	June – 1 st wk
City Council Award – Tentative (or)	June 24, 2025
Contracts effective	July, 2025

1.7 TERM OF AGREEMENT:

1.7.1 Performance period will begin July, 2025, with an initial term through September 30, 2026; followed with the option to renew, for up to four (4) successive one-year terms, at the mutual agreement of both parties each year, for a maximum possible contract term expiring on September 30, 2030.

- 1.7.2 Services shall commence upon conveyance of a fully executed agreement between the City of Fort Walton Beach and the successful respondent(s). It is anticipated that multiple firms will be awarded a basic agreement to provide the necessary services.
- 1.7.3 Authorization of performance of services by the selected firms(s) under the basic agreements shall be in the form of specific written task orders signed by the firm, executed and issued by the City.
- Each project shall be negotiated at the time of the development of the scope of work, based on the fee schedule negotiated at the start of the contract.
 - Each task assignment shall describe the services required, state the commencement and completion date of, and establish the amount and method of payment.
 - The task assignment will be issued under and incorporate the terms of the basic agreement.
- 1.7.4 The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.
- 1.7.5 The basic agreement does not authorize the performance of any work or require the City to place orders of work. Expiration of the term of the basic agreement will have no effect upon task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

2.0 SCOPE OF SERVICES

2.1 The City is seeking qualifications from both large multidiscipline firms and also smaller civil and architectural firms under this RFQ.

- 2.1.1. It is anticipated that the City will enter into contracts with not less than two (2) and not more than five (5) large firms (**Large Firm Contract**) for the scope of services as described herein; and that each year, the awarded large firms will be retained on annual basis, at the mutual agreement of the City and vendor. Work will be assigned on as-needed basis.
- 2.1.2 The City will also enter into contracts with one (1) or more small firms (**Small Firm Contract**) specializing in each field as described herein; and that each year, the awarded small firms will be retained on an annual basis, at the mutual agreement of the City and vendor. Work will be assigned on an as-needed basis.
- 2.1.3 **For the purposes of this solicitation:**
- **Small Firms** are defined as those properly licensed firms *having 20 or less employees in the entire company, inclusive of all office locations.*
 - **Large Firms** are defined as those properly licensed firms *having greater than 20 employees in the entire company, inclusive of all office locations.*

- 2.1.4 Specialized services are determined, based on the City's occasional needs to design or assist in design from various City Departments, but mainly for Public Works & Utility Services. The intent is to open up the General Consulting Services for smaller specific disciplined firms for smaller task orders when needed.
- 2.1.5 Firms that exceed the size limit for "Small Firms" may choose to partner with the larger firms to offer the full scope of services required by the "Large Firm" category.
- 2.2 **Large Firms:** It is the City's intent that large firms provide a full complement of general consulting services with in-house capabilities or by subcontracts to other firms. The Scope of Services for the large firm contract(s) consists of providing general consulting services to the City and **shall include, but not be limited to:**
 - 2.2.1 General engineering services, including but not limited to civil, electrical, mechanical and structural engineering.
 - 2.2.2 General architectural services
 - 2.2.3 Development of capital projects for infrastructure, parks and recreation, the Community Redevelopment Agency and other City departments as required
 - 2.2.4 Peer review of capital project plans and specifications
 - 2.2.5 Threshold or special inspections services
 - 2.2.6 Construction engineering and inspection (CEI) services
 - 2.2.7 Urban & transportation planning
 - 2.2.8 Transportation Consulting Services
- 2.3 **Small Firms:** The contract for the small firms consists of providing general consulting services to the City and shall include, but not be limited to:
 - 2.3.1 Civil engineering services – Land Development
 - 2.3.2 Civil engineering services – Structural
 - 2.3.3 Civil engineering services - Utilities
 - 2.3.4 General architectural services
 - 2.3.5 Surveying services
 - 2.3.6 Coastal engineering services
 - 2.3.7 Geotechnical services
- 2.4 **Minimum Requirements:** The items listed above are *minimum* requirements. The contract may include other work tasks, evaluations, etc. that may assist in the completion of City projects during the next five years.
- 2.5 **Licensure:** Principal firms must be certified to practice engineering in the State of Florida pursuant to the provisions of Chapter 471, Florida Statutes. For other proposed professional services, such as surveying and architecture, as applicable, principal firms or their sub-consultants must be certified to practice in the State of Florida pursuant to the applicable provisions of the Florida Statutes.

2.6 A more detailed scope of services to be performed is as follows:

2.6.1 PLANNING, INVESTIGATION, AND REPORT PREPARATION SERVICES.

Consultant(s) shall perform the following tasks:

- 2.6.1.1 Investigations involving detailed considerations of operations, maintenance, and overhead expenses.
- 2.6.1.2 Preparation of feasibility studies, cash flow and economic evaluations, rate schedules.
- 2.6.1.3 Boundary, topographic, engineering, and other specific purpose surveys.
- 2.6.1.4 Preparation and/or review of legal descriptions and easement documents.
- 2.6.1.5 Consulting and/or witness services in litigation or administrative proceedings.
- 2.6.1.6 Development of design guidelines and standard specifications.
- 2.6.1.7 Assistance with updates or modifications to master plans, comprehensive plan, Land Development Code, etc. including evaluations using computer models for water, wastewater, reclaimed water and storm water. The City's SW master plan is modeled in InfoSWMM, so firms must have the ability to use this program for updates and modifications.
- 2.6.1.8 Preparation of applications and supporting documents for governmental grants, loans, or bonds in connection with projects.
- 2.6.1.9 Preparation and/or review of water, wastewater, and stormwater system operating permit applications through the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District (NFWMD), and other Federal, State, and local agencies.

2.6.2 DESIGN SERVICES. Consultant(s) shall perform engineering and architectural design services as needed for the following items:

- 2.6.2.1 Design of infrastructure systems for potable water, wastewater, stormwater, and reclaimed water.
- 2.6.2.2 Design of other projects, including roadways, lighting, parks and buildings.
- 2.6.2.3 Preparation of all drawings, specifications, and other contract documents necessary to complete the projects in-house or procure bids for the projects.
- 2.6.2.4 Preparation of all necessary permits, deeds, and easements necessary to complete the projects in accordance with all appropriate laws, regulations, and rules.

- 2.6.2.5 Attendance at public meetings with stakeholders, neighborhood groups, and appropriate boards, committees, and City Council.
 - 2.6.2.6 Conduct or attend all pre-bid conferences.
 - 2.6.2.7 Evaluation of bids and recommendations of award for contracts.
 - 2.6.2.8 Review and recommendations concerning the acceptability of subcontractors, substitute materials, and/or equipment.
- 2.6.3 CONSTRUCTION SERVICES. Consultant(s) shall assist City staff in the construction administration of projects on an as-needed basis that shall include the following tasks:
- 2.6.3.1 Conduct or attend all pre-construction conferences.
 - 2.6.3.2 Coordinate with City staff to administer contracts.
 - 2.6.3.3 Assistance with review and approval of shop drawings and submittals.
 - 2.6.3.4 Assistance with preparation or review of change orders.
 - 2.6.3.5 Assistance with site inspections during construction.
 - 2.6.3.6 Review and approval of samples and results of tests and inspections and operation and maintenance instructions.
 - 2.6.3.7 Determine suitability of materials and equipment provided by contractors.
 - 2.6.3.8 Provide certification of final construction as to acceptability.
 - 2.6.3.9 Prepare as-built drawings.
- 2.6.4 TRANSPORTATION CONSULTING SERVICES. Consultant shall assist City staff, providing a full complement of transportation-related consulting services. This includes but is not limited to:
- 2.6.4.1 Traffic Impact Analysis services
 - 2.6.4.2 Origin and Destination analysis
 - 2.6.4.3 Neighborhood Traffic Calming projects
 - 2.6.4.4 Experience with FDOT permitting of new corridors
 - 2.6.4.5 Review of Municipalities Existing Traffic Concurrency
 - 2.6.4.6 Mobility Plans and Connectivity

2.7 PROJECT LIST (TENTATIVE – NOT ALL INCLUSIVE): It is anticipated that in the upcoming five years, the City may have need of consulting services for the types of projects listed below, but is not limited to:

- Water & Sewer Hydraulic Models
- “Around The Mound” Utility Relocation Design
- Intersection/Pedestrian Improvements for Hollywood Blvd (Memorial and Wright Parkway intersections)
- Parking Lot Design - Downtown
- Neighborhood Traffic Improvements
- Downtown Master Plan Infrastructure Improvements
- Drainage Improvements
- Pump Station No. 1 Rehabilitation
- Lift Station Replacement/Rehabilitation
- City Land Development Code Analysis / Review
- Stormwater Master Plan Revision / Update
- Plan Review

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3.0 REQUIREMENTS & CONTENTS FOR SUBMISSION:

Only those firms or individuals submitting letters of interest and statements of qualifications 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 50 pages in length.** The page count criteria are listed in Section 3.2 of this RFQ.

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** (See Sections 3.2.1 – 3.3). The page count for the proposals shall not exceed 50 pages in length (two-sided pages shall count as two pages). Large firms will be allowed 10 pages for resumes and those pages will not be counted towards the 50-page limit. Required forms listed in Section 9 of this RFQ, section dividers, or Items 3.2.1 through 3.2.3 of this section will not count towards the maximum 50-page limit:

3.2.1 **TITLE PAGE:** Proposer should identify the RFQ subject, name and title of contact person, address, telephone number, fax number, email address, and date of submission. **The Title Page shall also identify which of the categories the proposer is submitting an RFQ response for:**

- Large – Multi-discipline Firm
- Large – Transportation consulting services
- Small – civil engineering services – Land Development
- Small – Civil engineering services - Structural
- Small – Civil engineering services - Utilities
- Small – General architectural services
- Small – Surveying services
- Small – Coastal engineering services
- Small – Geotechnical services

3.2.2 **COVER LETTER:** The Cover letter should not be more than three (3) pages long and should include, at a minimum, the following:

- A brief statement of the Proposer's understanding of the required services.
- A positive commitment to perform the services on a consistent and timely basis.
- Names and contact information for the person(s) authorized to represent the Proposer.

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

3.2.4 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 corporate headquarters address of Proposer;
- Name and location of regional/local office which will be the City's designated primary office.
- Description of the Proposer's team and legal structure (corporation, joint venture, subcontractors);
- The general and specific capabilities and experience of the Proposer's team that the Proposer believes will benefit the City.

3.2.5 STATEMENT OF UNDERSTANDING: Proposers must submit a brief narrative outlining the firm's understanding of the City's goals and types of projects that may be encountered within the context of the proposed scope of work included in this RFQ. Proposers should be detailed on their level of experience in similar work and the knowledge it has provided them.

3.2.6 SIMILAR PROJECT EXPERIENCE. Provide examples demonstrating experience for the type of work requested. Each Proposer shall provide proof of experience in providing general consulting services for City and County governments within the State of Florida under the Consultants' Competitive Negotiations Act.

3.2.7 WORK PLAN & AVAILABILITY OF RESOURCES. Proposers must submit an outline of the firm's approach in the planning, design, permitting, and other key elements of a typical project.

3.2.7.1 This item shall also include information concerning the Proposer's current and future workloads and resource allocations and the effect of the workloads and resource allocations on the ability to meet the requirements of this contract. Provide total number of staff available within 100 miles of City. Provide total number of staff available within Firm.

3.2.8 TEAM MEMBERS. Identify the Team members and provide resumes (limited to one page per employee) of the individuals who will perform the required tasks. All discipline leads shall be licensed in the State of Florida. The resumes shall include the professional credentials and experience of the firm's key members who would complete the required tasks. Identify the proposed Project Manager who the City will have primary contact for all work associated with this RFQ.

3.2.8.1 For each member of the team, provide their:

- Title
- Area of Specialty
- Office Location assigned for previous two years. If recently reassigned, provide explanation and timing.
- Total years of experience

- Years with firm
- Specific involvement/role in projects used as references or experience summary.

3.2.8.2 Include an organizational chart for the proposed team.

3.2.8.3 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.

3.2.8.4 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.

3.2.9 REFERENCES. Please list a minimum of three (3) business references with at least the following information:

- Company Name
- Contact Individual
- Contact's Title
- Phone Number
- Email address
- Brief Description of the Project(s) Completed

3.2.9.1 REFERENCES: 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 RFQ and subsequent work, 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.

3.2.10 FEE SCHEDULE / COST PROPOSAL: DO NOT INCLUDE FEE STRUCTURE WITH PROPOSAL. Fees shall be negotiated upon tentative award of contract. If no mutual agreement can be made to the fee schedule(s) offered, the City reserves the right to refuse, and to begin negotiations with the next-ranked proposer.

3.2.11 MINORITY BUSINESS-OWNED/ WOMAN-OWNED/ DISABLED VETERAN /VETERAN-OWNED ENTERPRISES (MBWDV): Identify whether any of the Proposer's team qualifies pursuant to Florida Statutes 288.703. Eligible firms must currently be certified as such through the State of Florida Office of Supplier Diversity to qualify for this criteria.

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

3.4 **ALTERNATE PROPOSALS.** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the Request for Qualifications, 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.

3.5 **QUESTIONS REGARDING SCOPE OF WORK OR RFQ PROCESS:**

3.5.1 **Sole Point of Contact:** 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 in section 3.5.6.**

3.5.2 The Purchasing Manager, or a designee, may discuss a submission 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 the “short-list” 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.

3.5.3 **Vendor Inquiries:** Any questions related to interpretation of scope of work or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids.

3.5.3.1 **Inquiries, if received no later than prior to ten (10) days of the date set for the receipt of SOQs, will be answered.**

3.5.3.2 Any inquiries received after that time, may not be answered or given any consideration.

3.5.3.3 Oral answers will not be authoritative.

- 3.5.4 **Addenda:** The Purchasing Manager shall issue any City responses for proposers' inquiries in the form of an addendum to the RFQ, posted on www.FWB.org/bids.aspx, as timely as possible. If an addendum is issued, the Purchasing Manager will post the final addendum to all proposers no later than five (5) days prior to the date set for receipt of SOQs.
- 3.5.5 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA:** It is the responsibility of all proposers to contact the Purchasing Division prior to submitting a Statement of Qualifications (SOQ) to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the SOQ.
- 3.5.6 **All proposers shall direct communications & inquiries to the City's sole Point of Contact:**

**Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, Florida 32548**

**Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org
Website: <http://www.fwb.org/bids.aspx>**

- 3.6 **PROHIBITION OF CERTAIN DOCUMENTS:** Per Florida Statutes 287.05701, the City may not request documentation or consider a Bidder's/Proposer's/Respondent's social, political or ideological interests when determining if they are a responsive vendor.

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4.0 SUBMISSION OF STATEMENTS OF QUALIFICATIONS (SOQ):

- 4.1 **SEALED BIDS:** All SOQs must be submitted in a sealed envelope. **The face of the mailing envelope shall contain the date and time of the bid opening and the bid number.** Information not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.
- 4.2 **SOQ SUBMISSIONS:** Sealed SOQs must include:
- One (1) unbound original, and five (5) complete paper copies of the Statement of Qualifications,
 - One (1) electronic copy of the SOQ on a USB drive containing the above-listed information.
 - **ELECTRONIC COPIES MUST BE IDENTICAL IN ALL RESPECTS TO THE PAPER COPY SUBMITTED.**
- 4.3 **RECEIPT OF BIDS, DUE DATE:** Sealed SOQs shall be submitted to the **Purchasing Division Office no later than 2:30 PM (CST), on May 6, 2025.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.
- 4.3.1 **FOR HAND DELIVERY / MAIL / EXPRESS MAIL/ UPS DELIVERY:**
SOQ's shall be addressed as follows:
**Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway SW
Fort Walton Beach, FL 32548**
- 4.3.2 Submitted envelopes should be marked: "RFQ 25-005 Pre-Qualification & Selection for General Consulting Services".
- 4.3.3 For your convenience – you may use the label printed on the next page, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".



**Deliver to: Purchasing Manager – 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 RFQ#: 25-005
RFQ TITLE: General Consulting Services
DUE DATE/TIME: 05/06/2025 2:30 PM – Central Time**

4.4 INCURRED EXPENSES: The City is not responsible for any expenses, which proposers may incur in preparing and submitting proposals called for in this Request for Qualifications.

4.5 INTERVIEWS. The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).

5.0 EVALUATION PROCESS

5.1 EVALUATION COMMITTEE: An Evaluation Committee consisting of at least four members assembled by the City will review and evaluate each proposal. Proposals will be evaluated to determine those that best meet the needs of the City. The proposals will be evaluated on both qualifications and the technical merits of the firm. Proposals will be evaluated in accordance with the rating system listed in Section 6 below.

5.2 RATING SYSTEM. The Evaluation Committee will rate all proposals utilizing the Weighted Rating System shown in Section 6.2. The average of the Total Weighted Ratings assigned by the Evaluation Committee members will be used to rank the proposals.

5.3 The Evaluation Committee will first meet at 10:00 A.M. on May 27, 2025 (tentative date/time) at the City Hall Annex Building located at 105 Miracle Strip Parkway SW, Fort Walton Beach, FL.

5.4 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 five (5) top proposers in the Large Firm category (more, or less, if necessary), and two (2) in each of the Small Firm categories (more, or less, if necessary). The committee will select those submissions, in their sole determination, that best meet the City's needs, based upon its evaluation of all proposals.

5.5 PRESENTATIONS:

5.5.1 At the sole determination of the City, 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.

5.5.2 If presentations are elected, the Purchasing Manager shall schedule the time & location of presentations and notify the selected firms. 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 these services. 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.

5.5.3 Each proposer will be notified in writing at least five (5) days in advance of presentation date if a presentation is necessary.

5.6 REJECTION OF PROPOSALS. 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.

5.7 MODIFICATIONS TO PROPOSALS. The City reserves the right to request at any time, that the proposer modify their proposal to more fully meet the needs of the City. The City also reserves the right to negotiate with the proposer, any changes it deems necessary, and to waive minor irregularities in the bid process.

5.8 REQUESTS FOR ADDITIONAL INFORMATION. The proposer shall furnish such additional information as the City of Fort Walton Beach may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

5.9 PROPOSALS BINDING. All proposals submitted shall be binding for ninety (90) calendar days following opening.

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6.0 EVALUATION CRITERIA

6.1 RFQ EVALUATION CRITERIA: The Statement of Qualifications (SOQ) submitted by the proposing firm must include information documenting how the firm meets the evaluation criteria below, and will be evaluated based on the criteria and weighting identified below. Submittals will not be returned to the firms submitting their SOQ.

6.2 QUALIFICATION STATEMENT EVALUATION FORMS:

6.2.1 LARGE MULTI-DISCIPLINE FIRMS			
SHORT-LISTING EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Proposal Meeting Minimum Requirements of RFQ	5%	0 to 5	
Statement of Understanding	20%	0 to 5	
Similar Project Experience	20%	0 to 5	
Work Plan & Availability of Resources	20%	0 to 5	
Team Member Qualifications & Organization	20%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 OR 5	
Primary Office Location 5 = within City Limits 4 = within 25 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
Additional Information	5%	0 to 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION EVALUATION CRITERIA (if required)	ASSIGNED WEIGHT	RATING	WEIGHTED RATING
Presentation/Q &A (For Short-Listed Firms)	50%	0 to 10	
Original Proposal submitted	50%	0 to 5	
FINAL WEIGHTED RATING:	100%		

6.2.2 SMALL CIVIL AND ARCHITECTURAL FIRMS			
SHORT-LISTING EVALUATION CRITERIA	ASSIGNED WEIGHT	RATING*	WEIGHTED RATING
Proposal Meeting Minimum Requirements of RFQ	5%	0 to 5	
Statement of Understanding	20%	0 to 5	
Similar Project Experience	20%	0 to 5	
Work Plan & Availability of Resources	20%	0 to 5	
Team Member Qualifications & Organization	20%	0 to 5	
MOB/WOB/Disabled Veteran & Veteran-Owned Business	5%	0 or 5	
Primary Office Location 5 = within City Limits 4 = within 25 miles 3 = within 50 miles 2 = within 60 miles 1 = within 75 miles 0 = Further than 75 miles	5%	0 to 5	
Additional Information	5%	0 to 5	
TOTAL WEIGHTED RATING:	100%		
PRESENTATION	ASSIGNED	RATING	WEIGHTED
Presentation/Q & A (For Short-Listed Firms)	50%	0 to 10	
Original Proposal submitted	50%	0 to 5	
FINAL WEIGHTED RATING:	100%		

* Ratings:

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

The Purchasing Manager, 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 submissions.

6.3 **PROHIBITION OF COMMUNICATION:** To ensure fair consideration for all prospective firms, the City prohibits communication to or with any department, division, or City employee during the submission process, except as indicated in Section 3.5 of this bid. Additionally, the City prohibits communications initiated by a prospective firm to any City official or employee evaluating or considering the submission prior to the time a decision has been made. **If a firm initiates communications of any form regarding this solicitation, (with the exception of contacting the Purchasing Division staff), that act may be grounds for disqualifying the proposer from consideration for the RFQ.**

7.0 CONDITIONS OF PROPOSALS

7.1 **LATE PROPOSALS.** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals.

7.2 **COMPLETENESS.** All information required by this Request for Qualifications must be supplied to constitute a responsive proposal.

7.3 PROPOSER'S CERTIFICATION FORM

7.3.1 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 public notary and have the notary seal affixed. Proposals will be rejected if the Proposer's Certification is not submitted with the proposal.

7.3.2 By submitting a proposal, the proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

7.4 **PUBLIC ENTITY CRIMES FORM.** A person or affiliate, as defined in § 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 bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 §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.

7.5 **DRUG-FREE WORKPLACE CERTIFICATION FORM.** 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 § 287.087 of the Florida Statutes.

7.6 **PROPOSER'S WARRANTY.** 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.

7.7 PUBLIC OPENING. All proposals will be publicly opened and the list of proposers read aloud in the City Hall Annex Building, 105 Miracle Strip Parkway 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.

7.8 PROPERTY OF CITY. All proposals received from proposers in response to this Request for Qualifications 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.

7.9 AWARD PRESENTATION. The City has tentatively scheduled to provide the staff recommendation to City Council on June 24th, 2025, to enter into a contract with the top-ranked firm(s) or to reject all proposals.

7.10 PROTEST PERIOD. 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 award by City Council.

8.0 TERMS AND CONDITIONS OF CONTRACT

8.1 CONTRACT REQUIRED. The City and the successful proposer(s) 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.

8.2 CONTRACT TERM. The initial term of the contract shall begin July, 2025 thru September 30, 2026, with renewal option of up to four (4) successive one-year terms for a maximum possible contract term of ending September 30, 2030. Renewal options offered shall be based on the performance of each consultant selected, and the City shall make the sole determination for extending a contract. At the end of each year, the City shall evaluate each consultant and determine whether one or all of the consultants shall be retained.

8.3 EXECUTION OF AGREEMENT. Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required bonds, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

8.4 TASK ORDERS. Signed task orders will be issued by the City along with a Purchase Order, in accordance with the signed contract, with the task order providing specific deliverables as proposed by the awarded consultant for an assigned project. Task orders come in two categories:

8.4.1 General Consulting Services (consulting services only)

8.4.2 General Consulting Services with General Contract Administrative Provisions (construction administration tasks).

8.4.3 Each Task orders is assigned a unique ID # by the City.

8.5 CHANGE ORDERS - Changes in Scope of Work:

- 8.5.1 “Additional work” shall be defined as work that results from a change or alteration in plans concerning the scope of work of the task order, or added work necessary to meet the performance goals of the scope of work.
- 8.5.2 “Extra work” shall be defined as work not required under the scope of work of the task order, is something done or furnished beyond the requirements of the task order, and is entirely outside and independent of the scope of work and not contemplated by it.
- 8.5.3 “Change Order” shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the task order price, and the adjustment, if any, to the task order completion time.
- 8.5.4 No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
- 8.5.5 The City Manager may request and approve change orders to the task order consisting of additions, deletions, extra work, or other revisions so long as a change order does not exceed \$50,000 and all change orders, in the aggregate, do not exceed ten percent (10%) of the total Purchase Order price.
- 8.5.6 The City Council must approve any single change order that is \$50,000 or more, or if the aggregate amount of change orders will exceed ten percent (10%) of the total Purchase Order price.
- 8.5.7 All change orders shall be considered a written addendum to the Contract.
- 8.5.8 Winning Bidder is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

8.6 INDEPENDENT CONTRACTOR STATUS; INDEMNITY. At all times the consultant 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.

8.7 **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 or any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.

8.8 **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 Request for Qualifications 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. Any proposer requesting that the entirety of their submission, or large sections of it, should be exempt, that proposal will be automatically disqualified from consideration.

8.9 **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(s) will conduct all required work diligently and as specified by the City.

8.10 **ASSIGNMENT.** The successful proposer(s) may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

8.11 **TERMINATION FOR CONVENIENCE.** The City may at any time, at its sole discretion, without cause, terminate the Contract, in whole, or in part, any awarded contract, for its convenience by written notice to the successful Proposer.

8.11.1 In the event of termination for convenience, the City's sole obligations will be to reimburse Consultant for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Consultant for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Consultant, as of the date of termination, and a reasonable profit thereon.

8.11.2 In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

8.11.3 If terminated for convenience, the City will calculate the outstanding payments due the Consultant and make that payment pursuant to the Florida Prompt Payment Act.

8.12 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 consultant, if the consultant:

- 8.12.1 refuses or fails to deliver the goods or services within the time specified,
- 8.12.2 fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or,
- 8.12.3 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.

8.13 RIGHT TO AUDIT RECORDS

- 8.13.1 The City shall be entitled to audit the books and records of the Consultant or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract.
- 8.13.2 Such books and records shall be maintained by the consultant for a period of three (3) years from the date of final payment under the prime contract and by the sub-consultant 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.

8.14.0 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**

- 8.14.1 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.
- 8.14.2 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.

- 8.14.3 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.
- 8.14.4 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.
- 8.14.5 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.
- 8.14.6 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.
- 8.15 FISCAL YEAR FUNDING APPROPRIATION
- 8.15.1 SPECIFIED PERIOD. Unless otherwise provided by law, a contract for services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- 8.15.2 CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS. When funds are not appropriated or otherwise made available to support continuation of the Contract for Services in any subsequent fiscal period, the Contract may be terminated or modified. If the Contract is terminated, the consultant shall be entitled to reimbursement for any work delivered or conducted pursuant to the Contract.
- 8.16 FLORIDA PROMPT PAYMENT ACT. Per FS 218.7, for purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor, or other invoicing party shall consist of at least all of the following:

- 8.16.1 Description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- 8.16.2 Amount due, applicable discount(s), and the terms thereof;
- 8.16.3 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 **and** a mailing address for payment purposes (if they are different) and a telephone number;
- 8.16.4 Purchase Order or Contract Number as supplied by the City; and identification by office or department where and to whom the goods were delivered or services provided;
- 8.16.5 Delivery Of Invoice - **All invoices shall be sent to the Accounts Payable Division, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548, or emailed directly to AP@fwb.org.**
- 8.16.6 Delivery Acceptance Required - An invoice will not be considered proper unless it is based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.
- 8.16.7 **INVOICE DISPUTE PROCEDURE.** If there is a dispute between the City and Consultant regarding an invoice, the City or consultant may initiate this invoice dispute procedure. Either party can initiate the dispute procedure, within 45 days after the receipt or denial of an invoice, by providing the other party in writing 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 Financial Services Director. The Financial Services Director shall review all materials and information and conduct a meeting with the consultant and the responsible City office, division, or department. The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. The final decision shall be immediately mailed or hand-delivered to the Consultant.

8.17 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES

The submission of any Statement of Qualifications in response to this Request for Qualifications constitutes an offer 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.

8.17.1 PIGGYBACK PROVISIONS: Under the Florida Inter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Consultant(s) agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

8.17.2 The submission of any Statement of Qualifications in response to this RFQ constitutes an offer made under the same basis of pricing; terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, **unless otherwise stipulated by the proposer in their submitted proposal.**

8.17.3 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

8.18 INSURANCE/PERFORMANCE BONDS

Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be continued in effect for the term of the contract. Should the winning Consultant 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.

8.19 INSURANCE

A successful proposer must provide evidence of insurance coverage, to be specified in the Contract and delivered at the time of execution of the Contract, which is equal or exceeds the City's minimum standards for this type of service. As outlined below, such insurance shall be written by a company licensed to do business in the State of Florida and have an A.M. best rating of at least A-.

8.19.1 WORKERS COMPENSATION

Coverage A - To be in conformity with Florida Statutes

Coverage B - \$500,000/\$500,000/\$500,000

8.19.2 COMMERCIAL GENERAL LIABILITY

8.19.2.1 Each occurrence for:

Bodily Injury/Property Damage \$1,000,000

Products/Completed Operations \$1,000,000

8.19.2.2 Annual Aggregate for:

Bodily Injury/Property Damage \$2,000,000

Products/Completed Operations \$2,000,000

8.19.2.3 All coverage above shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; and any

coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

8.19.3 COMMERCIAL AUTOMOBILE LIABILITY

Combined single limit for bodily injury and/or property damage: \$1,000,000.

8.19.3.1 This coverage shall include the following provisions: The City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverage's which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "2" (Any Auto) or the equivalent shall be used to designate which autos are insured.

8.19.4 PROFESSIONAL LIABILITY

The Consultant shall carry professional liability insurance in an amount of not less than \$1,000,000.00.

8.19.5 PERFORMANCE BOND – As needed, per individual task order.

8.20 **FEDERAL PROVISIONS RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES UNDER THIS SOLICITATION.**

If a task order is subsequently issued as result of award for general consulting services under this RFQ, and that work is partially or fully Federally Grant funded, the following terms and conditions shall apply:

To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- 2 CFR. 25.110
- 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- Executive Orders 12549 and 12689
- 41 CFR s. 60-1(a) and (d)
- Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposer's proposal may be deemed by the City as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the bid document. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the bid document, the conflicting terms and conditions of this Exhibit shall prevail. However, in

the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this bid document the conflicting terms and conditions of that document shall prevail.

- 8.20.1 **Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005):** Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City of Fort Walton Beach for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.
- 8.20.2 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Applicability: Applicable to any individual/entity that applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor shall certify compliance.
- 8.20.3 **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended):** Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *proposer* agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8.20.4 **Conflict of Interest (2 CFR § 200.112):** Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts.

- 8.20.5 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5):** Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 8.20.6 **Contractor Compliance:** The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 8.20.7 **Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including the City. Requirement: If applicable to this *Solicitation*, *proposer* shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this bid document. *Proposer* are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 8.20.8 **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5):** Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including the City. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 8.20.8.1 **DAVIS-BACON ACT:** This work could be funded from time to time with federal monies thru HUD. As such, the Davis-Bacon Act (DBA) 40 USC 276a-276a-5 provisions apply.
(<https://www.dol.gov/whd/govcontracts/dbra.htm>)

8.20.8.2 The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. **Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.** The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

8.20.8.3 **It is the responsibility of the contractor awarded this project to understand and comply with the requirements of these federal regulations.**

8.20.8.4 The work & resulting contract, which involve the employment of laborers and/or mechanics shall contain provisions with respect to minimum wages, fringe benefits, payments without deductions or rebates, withholding funds from contractors to ensure compliance with the wage provisions, and termination of the contract, or debarment for failure to adhere to the required provisions herein.

8.20.8.5 Davis Bacon Act - HISTORY – Protecting Wage Equality Since 1931 - Since its enactment in 1931, the Davis-Bacon Act (DBA) has provided critical wage protections for construction workers and has guaranteed a level playing field for construction contractors bidding on federal projects.

- The federal government constructs buildings, builds dams, and funds housing projects. State highway departments pave roads with federal funds from the Federal Highway Administration. Local and state governments build water treatment plants, modernize schools, and renovate airports with the support of federal funds.
- The DBA ensures that construction workers on federal or federally assisted construction projects will not see their wages and benefits undercut by government spending practices. The DBA exists to prevent the infusion of federal dollars into local communities from depressing local wages. **DBA provides a wage floor that protects construction workers’ pay, and sets a level playing field for contractors who are bidding on federally funded projects.** As important, these standards enable local contractors and their employees to compete for local projects by protecting against under-bidding by contractors from other areas who might import workers or offer the same jobs for less pay.

8.20.8.6 DAVIS-BACON (CONTRACTOR'S GUIDE #LR01.DG) – Go to HUD.gov or click on: <https://www.hud.gov/sites/documents/4812-LRGUIDE.PDF> for document.

8.20.9 **Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689)**: A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.

8.20.9.1 Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a “covered transaction” under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by:

- (1) Checking the System for Award Management at website: <http://www.sam.gov>; (SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance
- (2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, herein;
- (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

8.20.9.2 Any resulting contract of this RFQ will be a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Bidder is required to verify that none of the Bidder(s), its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

8.20.9.3 The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

8.20.10 **Domestic Preference For Procurements (2 CFR § 200.322)**: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a *resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

- 8.20.11 **Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR §182):** Applicability: Contracts over \$100,000. As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). All consultants entering into Federal-funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 8.20.12 **Duplicative Items:** Avoidance of unnecessary or duplicative items. The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.
- 8.20.13 **Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H):** Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 8.20.14 **Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375):** Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the *proposer* agrees as follows:
- (1) The *Proposer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Proposer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause;
 - (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin;

- (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the *Proposer's* commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;
- (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.;
- (6) In the event of the *Proposer's* noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.;
- (7) ***Proposer* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.**
- (8) The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Proposer may request the United States to enter into such litigation to protect the interests of the United States.

8.20.15 **Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre- approval.

- 8.20.16 **Federal Awardee Performance and Integrity Information System (FAPIIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.
- 8.20.17 **Federal Changes:** *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.
- 8.20.18 **Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170):** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide the City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.
- 8.20.19 **Federal Wage Determinations** - <https://www.wdol.gov/dba.aspx> .
US Department of Labor (DOL) issues DBA Wage Decisions (WDs) reflecting prevailing wages and benefits paid by the construction industry within specific localities. The DBA WDs are further classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below. Further details and examples may be found in DOL's "All Agency Memorandum No. 130 and 131" issued in 1978 (reference the WDOL online Library Page).
- 8.20.19.1 **Building Construction:** Includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.

- 8.20.20 **Independent Contractor:** Any Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Proposer is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law.
- 8.20.20.1 The Proposer shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Proposer's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Proposer, which policies of Proposer shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Proposer's funds provided for herein.
- 8.20.20.2 The Proposer agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Proposer and the City and the City will not be liable for any obligation incurred by Proposer, including but not limited to unpaid minimum wages and/or overtime premiums.
- 8.20.20.3 The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28 as amended from time to time.
- 8.20.21 **Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733):** Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer's* actions pertaining to this *solicitation*. The Bidder must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 8.20.22 **MISREPRESENTATION:** It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Contract is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Contract.

8.20.22.1 It is understood and agreed that if the Contractor at any time learns that the certification it provided the City in compliance with 2 CFR, Part 180, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Contractor shall provide immediate written notice to the City. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

8.20.22.2 The City hereby certifies that neither the Contractor nor the Contractor's representative has been required by the City, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- employ or retain, or agree to employ or retain, any firm or person, or
- pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

8.20.22.3 The Contractor hereby certifies that it has not:

- employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this Contract;
- agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this Contract; or
- paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract.

8.20.23 **Never Contract With The Enemy (2 CFR Part 183):** Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

- 8.20.24 **No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.
- 8.20.25 **Procurement of Recovered Materials (2 CFR 200.323 and 40 CFR Part 247):** Applicability: All contractors of the City when federal funds may be or are being used under the Contract. Requirement: *proposer* must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 8.20.26 **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: *Proposer* and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115- 232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
- 8.20.27 **Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200):** Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The City will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

- 8.20.28 **Records and Reports – Access to:** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the City’s granting agency, the granting agency’s Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court’s Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the City’s grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor’s personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 8.20.29 **Record Retention:** Applicability: All Contracts that received or may receive **Federal or State** grant funding. Requirement: [*proposer/consultant/contractor*] will retain of all required records pertinent to this contract for a period of five years, after all funds have been expended or returned to the City. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your company must agree to provide or make available such records to the City upon request, in order to conduct audits or other investigations and retain these records in compliance with the OMB guidance 2 C.F.R. §200.334.
- 8.20.30 **Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the City for further information related to the applicable standard patent rights clauses.
- 8.20.30.1 If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 8.20.31 **Safeguarding Personal Identifiable Information (2 CFR § 200.82):** Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

- 8.20.32 **Termination for Default (Breach or Cause):** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: Contracts in excess of \$10,000 – If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fort Walton Beach may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 8.20.33 **Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by the City in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- 8.20.34 **Trafficking Victims Protection Act (2 CFR Part 175):** Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* is in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by City for *Proposer's* violating this provision, without penalty.
- 8.20.35 **Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):** Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. The City of Fort Walton Beach, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned businesses and labor surplus area firms as a part of any subsequent agreement whenever possible. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321.
- 8.20.35.1 The contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, using the steps (1) through (5) here:
- (1) Placing qualified small & minority businesses and women's business enterprises on solicitation lists;

- (2) Assuring that small & minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as:
 - Small Business Administration
 - Minority Development Agency of the US Dept. of Commerce
 - Florida Department of Management Services (Office of Supplier Diversity)
 - Florida Department of Transportation
 - Minority Business Development Center in most large cities and
 - Local Government M/DBE programs in many large counties and cities

8.20.35.2 If subcontracts are to be let, prime proposer will require compliance by all sub-contractors.

8.20.35.3 Prior to contract award, the proposer shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity)
- Florida Department of Transportation
- Minority Business Development Center in most large cities and
- Local Government M/DBE programs in many large counties and cities

- 8.20.36 **Whistleblower Protections – Enhanced (41 U.S.C. § 4712):** Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

END OF FEDERAL TERMS AND CONDITIONS.

9.0 STANDARD FORMS

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

- 9.1 PROPOSER'S CERTIFICATION
- 9.2 ADDENDUM PAGE
- 9.3 DRUG FREE WORKPLACE
- 9.4 PUBLIC ENTITY CRIME FORM
- 9.5 LOBBYING CERTIFICATION FORM
- 9.6 ANTI-COLLUSION STATEMENT
- 9.7 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION
- 9.8 SCRUTINIZED COMPANIES
- 9.9 FEDERAL SAM.GOV REGISTRATION
- 9.10 ANTI HUMAN-TRAFFICKING AFFIDAVIT

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 (RFQ 25-005)

I have carefully examined the Request for Qualifications, and any other documents accompanying or made a part of this SOQ.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualifications on behalf of this consulting firm as its act and deed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an SOQ for this project; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said submittal; 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

NAME & TITLE, TYPED OR PRINTED: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me on the _____ day of

_____, 2025 by means of _____ physical presence or _____ online
(MONTH)

notarization, by _____ (name of person acknowledging),
(NAME)

in their representative capacity as _____ for
(TITLE)

[business] _____ who _____ is personally known to

me or _____ has produced _____ (type of identification) as

identification.

Notary Public

My Commission expires: _____

End of Attachment A

9.2

ATTACHMENT B

ADDENDUM PAGE (RFQ 25-005)

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

NAME OF BUSINESS: _____

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: _____

End of Attachment B

DRUG-FREE WORKPLACE FORM

The undersigned vendor, on _____, 2025, in accordance with section 287.087, Florida Statutes, certifies that [business] _____ 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' 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.
7. **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: _____

End of Attachment C

9.4

ATTACHMENT D

PUBLIC ENTITY CRIME FORM

REQUEST FOR QUALIFICATIONS - RFQ # 25-005
PREQUALIFICATION AND SELECTION FOR GENERAL CONSULTING SVCS

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.

1. This sworn statement is submitted with Bid, Proposal or Contract _____
2. This sworn statement is submitted _____
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: _____)
3. My name is _____ and my relationship to the entity named above is _____
4. 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 bid 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.
5. 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.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. 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,

RFQ# 25-005

Public Entity Crimes Statement – Pg 2 of 3

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.

7. 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.
8. 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)

(Company)

Date: _____

RFQ# 25-005

Public Entity Crimes Statement – Pg 3 of 3

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 2025 by means of _____ physical presence or _____ online
(MONTH)
notarization, by _____ (name of person acknowledging),
(NAME)
in their representative capacity as _____ for
(TITLE)
[business] _____ who _____ is personally known to
me or _____ has produced _____ (type of identification) as
identification.

Notary Public

My Commission expires: _____

End of Attachment D

9.5 LOBBYING CERTIFICATION FORM**ATTACHMENT E****LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20****APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Proposer] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Proposer's Authorized Official

Name and Title of Proposer's Authorized Official

Date

9.6 ANTI-COLLUSION STATEMENT**ATTACHMENT F**

ANTI-COLLUSION STATEMENT: The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Proposer's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

Address

Title

Phone #

Fax #

Federal ID # or SS #

9.7 E-Verify Certification**ATTACHMENT G****FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

9.8**ATTACHMENT H****SCRUTINIZED COMPANIES PURSUANT TO FS SECTIONS 287.135 & 215.473:**

By signing and submitting this bid, the undersigned bidder hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of \$1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

E-MAIL: _____

End of Attachment H

9.9 FEDERAL SAM REQUIREMENTS (2 pgs)**ATTACHMENT I****SYSTEM FOR AWARD MANAGEMENT (OCT 2016)**

(a) Definitions. As used in this provision:

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
- (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: _____

Entity Address: _____

Duns Number: _____

CAGE Code: _____

End of Attachment I

9.10 ANTI HUMAN-TRAFFICKING AFFIDAVIT (2 pgs)**ATTACHMENT J**

DIRECTIONS: All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with the City of Fort Walton Beach must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

I, _____ (insert name), as _____ (insert title) on behalf of _____ (insert entity name) under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, _____ (insert entity name) does not participate in any of the following actions:
 - a. Using or threatening to use physical force against any person;
 - b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - e. Causing or threatening to cause financial harm to any person;
 - f. Enticing or luring any person by fraud or deceit; or
 - g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

Bidder Name: _____

Signature

Printed Name

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of

_____, 2025 by means of _____ physical presence or _____ online notarization

by _____ and _____ in their representative
(Name of Person Acknowledging) (Name of Person Acknowledging)

capacity as _____ and _____ of the Operator, who
(TITLE) (TITLE)

_____ is personally known to me, or _____ has produced _____ as ID.
(TYPE OF IDENTIFICATION)

My Commission expires:

Public Notary

(Notary Seal)

End of Attachment J

10.0 NOTICE TO PROPOSERS

CITY OF FORT WALTON BEACH, FLORIDA

BID NUMBER: RFQ# 25-005

Date: April 3, 2025

The City of Fort Walton Beach will accept sealed proposals at City Hall until May 6, 2025, at 2:30 PM, CST, at which time all proposals received will be opened and read aloud at City Hall Annex Training Room, 105 Miracle Strip Parkway SW, Fort Walton Beach, FL for the following:

RFQ 25-005 Pre-Qualification & Selection for General Consulting Services

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

Please note: A non-mandatory Pre-Proposal meeting will be held on April 14, 2025 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 RFQ may be obtained from Giuliana Scott, Purchasing Manager, 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 RFQ; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFQ 25-005 –Pre-Qualification & Selection for General Consulting Services**

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

Address responses and deliver 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 the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf