

**BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA**  
REQUEST FOR QUALIFICATIONS for  
*DESIGN SERVICES FOR THE OLD TOWN OF SANTA ROSA  
REGIONAL STORMWATER MANAGEMENT FACILITY AND EVENT  
VENUE*

**RFQ NO: 22-020**

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from Engineering Firms, licensed to practice in the State of Florida for professional engineering and consulting services, to provide master planning, architectural, and engineering design services for a 220-acre tract of land intended to be utilized as a regional stormwater management facility, passive recreational park and event venue.

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the Consultants' Competitive Negotiation Act (CCNA).

**RFQ DEADLINE: April 25, 2022 no later than 4:00 PM (local time) and will open immediately thereafter.**

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFQ IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL RFQ WILL BE ACCEPTED.

**OUR AREA IS NOT A DESIGNATED OVERNIGHT FED EX DELIVERY. OUR OFFICE IS CLOSED ON ALL FRIDAYS  
BIDDER IS RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL. OUR OFFICE.**

To be considered, Firm/Team must submit original on thumb drive along with one (1) hard copy of Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm/Team's name and address, and the words "**RFQ 22-020 Design Services for the Old Town of Santa Rosa Regional Stormwater Management Facility and Event Venue**" addressed to:

Office of Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435  
850-892-8176

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**EXHIBIT I**      *Grant Agreement*  
**EXHIBIT II**     *Map*

## **SECTION 1 – INTRODUCTION:**

### **1.1 Purpose:**

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from Professional Engineering Firms, licensed to practice in the State of Florida for professional engineering and consulting services, to provide master planning and engineering design services for the development of approximately 220 acres of land recently acquired by Walton County for the purposes of a regional stormwater management facility, event venue and passive recreational park. The subject property is located east of CR 393 North between US Hwy 98 and Chat Holley Road in Santa Rosa Beach.

**Letter of Interest** should be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter should include summary information on the firm's history, offices, and personnel that will support the requested services, resources to accomplish the work, summary of personnel experience, key projects and project approach.

### **1.2 Objective:**

Walton County has recently acquired 220 acres of land in the Santa Rosa Beach area with the intention of developing a regional stormwater management facility, event venue, and passive recreation park. This property is central to the south end of Walton County and is situated near the outfall of several mosquito control ditches that currently flow directly into the Choctawhatchee Bay. These mosquito control ditches represent a drainage basin over 1200 acres that currently convey stormwater runoff into the Bay. Walton County intends to create a master planned public facility that will function as an event venue and will also incorporate a regional stormwater management facility with passive recreation opportunities, wetland preservation, transportation improvements and storm related debris management opportunities. Once the master planning process is completed, the CONSULTANT will complete design and permitting for the regional stormwater management facility and a new roadway that will connect US Hwy 98 to Chat Holley Road and facilitate ingress/egress to the future event venue and passive recreational park.

The master planning effort will require the CONSULTANT to work with Walton County staff on the development of a long-range planning document to serve as the vision for the entire property through build-out. The County desires to develop the property in a manner that focuses on preservation and enhances the natural environment, while also providing a

series of amenities to the public. The County anticipates the features to include open space, an event venue with amphitheater, a trail network, a series of large interconnected lakes designed for stormwater treatment and flood control, and other passive recreation opportunities. It is expected that the open space areas may function as parking for the event venue and/or a debris management site in the event of a Tropical Storm or Hurricane. It is anticipated that additional amenities/uses may be identified based on the outcome of the Master Planning process. Master planning effort shall identify anticipated permits and cost estimates for the other technical phases of the project.

The connector road design will involve survey and engineering of the main north/south roadway corridor for the property. It is anticipated that the roadway design will incorporate an urban typical section with multi-use paths along both sides of the road. It is important to note that the Walton County School District has acquired a large tract of land lying adjacent and directly east of the proposed connector road right-of-way with the intent of building a school. The design team will also need to be prepared to work with the School District Planning Staff and their consultants to accommodate their sites future layout as part of the design effort. It is also anticipated that improvements at the Chat Holley intersection will be required and designed as part of this task.

The stormwater management facility design effort will require that the CONSULTANT complete a basin wide drainage analysis to size a series of wet ponds that will intercept existing mosquito control ditches and provide water quality treatment prior to discharge. It is the intent of the County to provide and plan for the optimum amount of runoff to be conveyed to the facility based on basin topography. The stormwater management report should evaluate off-site opportunities and identify any additional easements or property acquisitions required to capture targeted areas in the basin. The design and layout of the stormwater management facility should be completed in a manner to be an aesthetic amenity to the park and should complement other features of the park's layout relating to passive recreation opportunities and the trail network. Wet retention ponds should be equipped with sensors and smart technology that analyzes weather forecasts and then proactively, remotely, and autonomously controls water levels in stormwater retention ponds to optimize the available storage volume with respect to water quality treatment and flood control.

## **SECTION 2 – SCOPE OF WORK:**

### **Services Required:**

Services anticipated under this contract:

## **2.1 Task 1: Survey, Environmental Assessment and Data Acquisition**

Task 1 Scope: Conduct preliminary project evaluation and data collection necessary to complete site master planning and construction documents for the Nellie Drive connector road and the regional stormwater management facility. At a minimum, Task 1 will include:

- Wetland Delineation & Environmental Assessment meeting Walton County LDC Requirements
- Boundary and Topographic Survey
- Contributing Drainage Basin Delineations
- Water Quality Testing & Laboratory Analysis
- Field investigation and any necessary offsite survey

### **A. Survey**

A signed and sealed boundary and topographic survey shall be completed for the property along with any off-site survey data determined to be necessary to complete the project objectives. The survey shall be in Florida State Plane NAD 83 with benchmarks set, as needed, for construction layout.

### **B. Geotechnical Engineering**

The CONSULTANT shall propose to the COUNTY the necessary geotechnical work to support the engineering design based on the final Master Plan. The CONSULTANT shall engage a geotechnical engineering firm to complete field work and prepare an engineering report detailing site conditions and making design recommendations as necessary.

### **C. Environmental Assessment & Wetland Delineation**

The CONSULTANT shall engage a qualified environmental scientist to complete an environmental assessment and wetland delineations as needed to satisfy Federal, State, and Local Government Agency requirements for permits and development order approval.

## **2.2 Task 2: Site Master Plan & Stormwater Report**

Task 2 Scope: Develop a site master plan and complete a stormwater management report including the following:

- Size and Location of Regional Stormwater Management Facility
- Size and Location of Wetland Preservation Areas
- Size and Location of Event Venue
- Identification and exploration of additional site features and uses
- Evaluation of Drainage Basins external to the property that can be captured and conveyed to the proposed Stormwater Management Facility
- Water Quality Testing and Sampling
- Stormwater Model in ICPR 4 or similar approved software
- Pollutant Load Reduction Model

**A. Master Plan Approval**

The CONSULTANT will provide to the COUNTY three conceptual master plan drawings based upon information obtained in the Project Kick Off Meeting. The CONSULTANT will host a series of three public meetings to present the master plan options to the BCC and general public to obtain feedback and input. Following the public meetings, the CONSULTANT will revise the master plan and produce the final master planning renderings and documents for approval. The CONSULTANT shall engage a team of architects and/or landscape architect registered in the State of Florida as part of the design team to guide and direct the master planning process.

**B. Architectural and Site Plan Renderings**

The CONSULTANT shall engage a team of architects and/or landscape architects registered in the State of Florida as part of the design team to guide and direct the master planning process. The architectural team will produce the Site Plan and architectural renderings of site features and amenities to be displayed during public meetings.

**2.3 Task 3: Roadway Construction Plans and Specifications**

Task 3 Scope: Develop roadway and drainage construction plans and specifications for a two-lane urban roadway facility with adjoining 8 ft multi-use path to be constructed through the existing right of way between US Hwy 98 and Chat Holly Road.

**A. Engineering Design for the Connector Road**

The CONSULTANT will prepare construction plans and technical specifications for the proposed roadway and intersection improvements along Chat Holley Rd and provide the COUNTY with design drawings (30%, 60% and 90% design drawings). The Engineering Design shall include:

- All engineering calculations and geotechnical data used in the design
- Final permit documents
- Stormwater Calculations (signed and sealed)
- Technical specifications (signed and sealed)
- Design Report including any hydraulic analysis needed, variance request (if applicable) or any other supporting documentation necessary

The following Draft Permit Documents (if necessary) should be anticipated during Engineering Design (60%):

- FDEP/NFWMD Environmental Resource Permit
- USACOE Wetland Permit

- FDEP NPDES generic stormwater permit for site construction
- Any other applicable permits not specifically addressed above to accomplish complete scope of work.

The 60 % and 90% design drawings will include at a minimum:

- Cover Sheet
- General Construction Notes
- Existing Conditions
- Demolition Plan (including details)
- Erosion & Sedimentation Control Plans (including details)
- Site Plan Drawings (1"=50' scale)
  - Grading Plan
  - Roadway Plan and Profile
  - Cross Sections at 100' intervals
  - Stormwater Management Plan
- Detail Sheets
- Maintenance of Traffic Sheets
- Landscape Plan

**B. Construction and Bid Services for the Connector Road**

The CONSULTANT will provide the COUNTY with construction plans, technical specifications and bid services to include, but not limited to, assisting the COUNTY in the review and selection of the most responsive and responsible bidder upon receipt of bids. The CONSULTANT will also address any questions from bidders during the advertisement period and provide response to contractor Requests for Information during the construction phase.

**2.4 Task 4: Stormwater Management Facility Construction Plans and Specifications**

Task 4 Scope: Develop construction plans and specifications for a regional stormwater management facility to include a large wet detention pond and conveyance features engineered to improve water quality and reduce flooding adjacent to the Choctawhatchee Bay. Design of the regional stormwater management facility shall be guided by the preliminary drainage evaluation completed as part of the site master plan (Task 2).

**A. Engineering Design for the Regional Stormwater Management Facility**

The CONSULTANT shall prepare construction plans and technical specifications for the proposed stormwater management facility intended to incorporate a series of large wet



retention ponds equipped with sensors and smart technology that analyses weather forecasts and then proactively, remotely, and autonomously controls water levels in stormwater retention ponds to optimize the available storage volume with respect to water quality treatment and flood control and provide the COUNTY with design drawings (30%, 60% and 90% design drawings). The Engineering Design shall include:

- All engineering calculations and geotechnical data used in the design
- Final permit documents
- Stormwater Calculations (signed and sealed)
- Technical specifications (signed and sealed)
- Design Report including any hydraulic analysis needed, variance request (if applicable) or any other supporting documentation necessary

The following Draft Permit Documents (if necessary) should be anticipated during Engineering Design (60%):

- FDEP/NFWMD Environmental Resource Permit
- USACOE Wetland Permit
- FDEP NPDES generic stormwater permit for site construction
- Any other applicable permits not specifically addressed above to accomplish complete scope of work.

The 60 % and 90% design drawings will include at a minimum:

- Cover Sheet
- General Construction Notes
- Existing Conditions
- Demolition Plan (including details)
- Erosion & Sedimentation Control Plans (including details)
- Site Plan Drawings (1"=50' scale)
  - Grading Plan
  - Roadway Plan and Profile
  - Cross Sections at 100' intervals
  - Stormwater Management Plan
- Detail Sheets
- Maintenance of Traffic Sheets
- Landscape Plan

**B. Construction and Bid Services for the Connector Road**

The CONSULTANT will provide the COUNTY with construction plans, technical specifications and bid services to include, but not limited to, assisting the COUNTY in the

review and selection of the most responsive and responsible bidder upon receipt of bids. The CONSULTANT will also address any questions from bidders during the advertisement period and provide response to contractor Requests for Information during the construction phase.

## **2.5 Meetings:**

The following meetings are anticipated either in-person or via teleconference:

- Kick-off meeting with the COUNTY (1 meeting)
- Concept plan approval meeting (1 meeting)
- 60% design drawing review meeting (1 meeting)
- 90% design drawing review meeting (1 meeting)
- COUNTY utility coordination meeting (1 meeting)

## **2.6 Deliverables:**

The ENGINEER will provide the following deliverables:

- Concept Plan
- 30% Preliminary Design Plans
- 60% Engineering Plans, Specifications, Opinion of Cost, Draft Permit Documents, Design Report and any other supporting documentation deemed necessary by the COUNTY
- 90% Engineering Plans, Specifications, Opinion of Cost, Draft Permit Documents, Design Report and any other supporting documentation deemed necessary by the COUNTY
- Final Bid/Construction Documents

## **2.7 Performance Evaluation:**

Please note that the selected firm will have a performance evaluation for their scope of services for the proposed project as further defined by the contract for services. The performance evaluation is still pending adoption by the BCC, and may be amended from time to time.

## **2.8 Submittal Requirements:**

To be considered, Firm/Team must submit original on thumb drive along with one (1) hard copy of Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm/Team's name and address, and the words "**RFQ 22-020 Design Services for the Old Town of Santa Rosa Regional Stormwater Management Facility and Event Venue**" Submittals shall include: **Tab A-** Letter of Interest, **Tab B-** Completed GSA Standard Form 330, **Tab C-** Statements and Documentation of Qualifications, include

Other Work/Litigation Experience, **Tab D-** Proof of License/Certifications, Evidence of Certified Minority Business Enterprise Participation, **Tab E-** Any Additional Information to Represent Firm, **Tab F-** All Required Forms, Conflict of Interest Statement Form.

### **SECTION 3 – PROCUREMENT RULES AND INFORMATION:**

#### **3.1 Contact Person:**

Randy Burns, Deputy Purchasing Agent  
176 Montgomery Circle  
DeFuniak Springs, Fl 32435  
850-892-8176  
email:burrandy@co.walton.fl.us

All technical questions regarding this Request should be directed in writing; preferably by email to the Purchasing Manager. **Questions shall be submitted no later than 12:00 noon local time on April 5, 2022.** Questions submitted after that date and time will not be answered. **DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED.** The Purchasing Agent and County Staff will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not.

#### **3.2 Calendar of Events:**

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in DeFuniak Springs, Florida.

<b><u>DATE/TIME</u></b>	<b><u>ACTION</u></b>
March 22, 2022	Advertise RFQ
April 5, 2022 by 12:00 noon local time	Last day for questions
April 25, 2022 no later than 4:00 p.m. (local time and will open immediately thereafter)	Closing date
May 4, 2022 at 9:00 a.m. local time	Review Team Meeting

**3.3 Submission of Statement:**

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm's capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional material are not required. Emphasis is on completeness and clarity of content.

**3.4 RFQ Opening :**

Statement of Qualifications is due at the time and date specified in the paragraph entitled "Calendar of Events". The name of all firms submitting their qualifications shall be posted in the RFQ package at the Office of Central Purchasing. Statement of Qualifications received late will not be considered.

**3.5 Disposals of RFQ:**

All RFQ's become the property of the County and will be a matter of record.

**3.6 Rules for Withdrawal:**

Statements may be modified or withdrawn by an appropriate document duly executed (in the manner that a RFQ must be executed) and delivered to the place where Statements are to be submitted at any time prior to the opening of RFQ.

Any submitted Statement shall remain open and subject to acceptance for a period of sixty (60) calendar days after the date of the opening, but the COUNTY at its sole discretion may release any RFQ.

**3.7 Rejection of Statements:**

**The COUNTY reserves the right to accept or reject any statement of qualification as may be deemed necessary by the COUNTY to be in its best interest.** The COUNTY further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The COUNTY reserves the right to reject the statement of qualification of any firm or individual if the County believes that it would not be in the best interest of the COUNTY to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the COUNTY.

**3.8 Verbal Instructions:**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any COUNTY employee. Only those communications from firms, which are signed, and in writing will be recognized by the COUNTY as duly, authorized

expressions on behalf of the firm. *Any and all communication with COUNTY Commissioners or COUNTY staff other than the Office of Central Purchasing is prohibited during the time of the RFQ advertising.*

**3.9 Indemnification:**

Firm shall indemnify and save harmless the COUNTY, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the COUNTY, its respective officers, agents, or employees, provided Firm shall not be required to indemnify the COUNTY for the COUNTY's own negligence.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28

**3.10 Notices:**

Any notices to be given under a Contract shall be given by United States Mail, addressed to Firm at its address stated therein, and to the COUNTY at its address stated therein. Additional notice may also be given by facsimile/email in which case it shall be deemed that notice was provided on the date said facsimile/email was received. The party providing notice by facsimile/email shall confirm that the facsimile/email was received by the other party.

**3.11 Public Entity Crimes:**

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months

from the date of being placed on the convicted vendor list.

### **3.12 Drug Free Workplace:**

The firm must complete the COUNTY's Drug Free Workplace Certification form, attached and made a part of the RFQ. According to Walton COUNTY policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

### **3.13 Insurance Requirements:**

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, professional liability, including errors and omissions coverage if applicable, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws unless Contractor provides a current Florida Workers Compensation exemption certificate. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
  - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
  - b. Contractual coverage applicable to this specific

- contract, including any hold harmless and/or indemnification agreement.
- c. County is to be specifically included as an additional insured.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$300,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. County is to be specifically included as an additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
4. Professional Liability Coverage must include:
- a. Minimum limits of \$1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, error and omissions.
  - b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide County with thirty (30) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

The Insurance Company(ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

**3.14 Protest:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. `Written notice of intent to file a protest must be submitted with the Purchasing Agent or Finance Director within twenty –four (24) hours after the Board’s declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten calendar days after filing written notice of intent. Each written protest must be accompanied by a protest bond in the form of a certified check, cashier’s check or money order made payable to the Board of County Commissioners, in an amount equal to 1% of the protestor’s proposal received by the County, but in no case less than \$500.00.

**3.15 Black out Period:**

The period between the end of the advertisement for the Invitations to Bid, Request for Proposal, and Request for Qualifications, or any other competitive solicitation and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the blackout period any communication regarding The aforementioned solicitations are prohibited between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (of their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the blackout period.

Exception to the Blackout Period;

The blackout period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings,
- b. Communications during contract negotiations between designated County employees and the intended contract awardee.
- c. Communication with a vendor by a Purchasing Division



employee following the bid opening to clarify the vendor's bid or intended scope of services.

- d. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator's Office and County Attorney's Office, during the dispute resolution process.
- e. Purchases exempt from competitive selection, sole source procurements, and single sources, procurements, and emergency procurements, as defined in Walton County Board of County Commissioners Purchasing Policy and Procedure manual.
- f. Communications with existing vendors in the performance of existing contract.

### **3.16 Cost of Preparing RFQ:**

The County is not liable for any costs incurred by a firm in responding to this RFQ.

### **3.17 Public Access:**

- A. A request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10, F.S.
- B. Consultant shall comply with the requirements of Florida's Public Records law in accordance with Section 119.0701, Florida Statutes, the Consultant shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency 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 cost provided under Florida's Public Records law or as otherwise provided by law; (3) 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 this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information

technology system of the public agency.

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

Genara Roop, Records Management Liaison Officer 161  
E. Sloss Avenue  
DeFuniak Springs, Florida 32433  
850-892-8110  
[publicrecords@co.walton.fl.us](mailto:publicrecords@co.walton.fl.us)

**3.18 Sales and Use Tax:**

The Proposer agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Proposer are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

**3.19 Addendums:**

The County may issue Addendums to modify the proposal as deemed appropriate. Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal.

**3.20 Representation:**

The Proposer represents to the County that:

- A. The Proposer is properly certified and licensed; is solvent financially; is experienced in and competent to provide the services.
- B. The Proposer is familiar with all Federal, State, Local or other regulatory laws, ordinances, and regulations, which in any manner whatsoever, may affect the provision of services.

**3.21 E-Verify:**

Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of; (a) all persons employed by the Consultant during the term of the Agreement to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the Agreement.

**3.22 Lobbying Prohibition:**

No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347 Florida Statutes.

**3.23 Unauthorized Aliens:**

The County shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the consultant knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of any agreement resulting from this RFQ.

**SECTION 4 – CONTENTS OF RFQ**

This section contains instruction regarding the format of the RFQ that are to be submitted.

**4.1 Contact for Contract Administration:**

Firms shall return the Contact for Contract Administration Form. This shall be the firm’s representative from the day-to-day activities of this contract.

**4.2 Forms:**

It is MANDATORY that vendor’s return the Request for Qualification cover sheet with their proposal. A representative who is authorized to contractually bind the vendor shall sign the attached forms.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form, Questionnaire Form, Unauthorized Aliens Form, along with the Public Entity Crime Form.

**SECTION 5 – EVALUATION OF STATEMENTS:**

**5.1 Evaluation Criteria:**

In accordance with Section 287.055, Florida Statues or most recent supplement, final rankings of the firm will be presented to the Walton County Board of County Commissioners for approval and authorization to negotiate with top tanked firms.

Ranking and selection will be based on the following categories:

CRITERIA	WEIGHTED SCORE
<b>Qualifications and Experience/Capability of Personnel</b> <ul style="list-style-type: none"> <li>• Qualifications\Experience of Firm relevant to Scope of Work</li> <li>• Current and Previous Experience with County and Other Governmental Agencies or Past Performance with Contracts Comparable in Scope</li> <li>• Resumes of Professional Personnel</li> </ul>	<b>45 (Section total)</b> 10 pts 15 pts  10 pts

<ul style="list-style-type: none"> <li>• References of firm</li> <li>• Letter of Interest</li> </ul>	<p>5 pts 5 pts</p>
<p><b>Ability to meet County needs</b></p> <ul style="list-style-type: none"> <li>• History of Timeliness on Contracts with Similar Scope</li> <li>• Availability of Qualified Personnel</li> </ul>	<p>15 (Section total) 10 pts 5 pts</p>
<p><b>Understanding of Scope of Work</b></p> <ul style="list-style-type: none"> <li>• Understanding of County Needs and Scope of Services Required</li> <li>• Technical Soundness of Approach to Project</li> </ul>	<p>40 (Section total) 20 pts 20 pts</p>

County staff will review all submittals and select one firm/team. The selected firm/team will be presented to the BCC for recommendation of award.

## **SECTION 6 – TERM OF CONTRACT**

### **6.1 Termination Of Contract:**

The COUNTY may terminate this Agreement at any time with or without cause, or with or without prior notice.

### **6.2 Term Of Contract:**

The term of this contract shall run concurrently with the FDOT grant agreement unless earlier terminated by the Board of the County Commissioners.

**Information Sheet**  
**For Transactions and Conveyances**  
**Corporate Identification**

The following information will be provided to the Walton County Legal Services for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government,

(Please circle one)

**Is this a Florida Corporation:**                    Yes   or   No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What Kind of corporation is it:**            “For Profit” or    “Not for Profit”

**Is it in good standing:**                    Yes   or   No

**Authorized to transact business**

**In Florida:** Yes   or   No

State of Florida Department of State of Certificate of Authority Document No: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes   or   No

**Name of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_

(spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Federal Identification Number:** \_\_\_\_\_

(For all instruments to be recorded, taxpayer’s identification is needed)

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_

(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

## Contact For Contract Administration

Designate one person authorized to conduct contract administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**Public Entity Crimes**

Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

**This sworn statement is submitted to The Board of County Commissioners,**

**Walton County, Florida by \_\_\_\_\_**  
**(print individual's name and title)**

**for \_\_\_\_\_**  
**(print name of entity submitting sworn statement)**

**Whose business address is \_\_\_\_\_**

\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_; (if the entity has no FEIN, include the Social Security Number  
of individual signing this sworn statement: \_\_\_\_\_).

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

**I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or**

**a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**

**I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:**

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

**I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the 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 in management of an entity.**

**Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

**\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of**



**the entity has 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.**

**\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]**

**I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.**

\_\_\_\_\_  
**Name of Bidder**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of   physical presence or   online  
notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_\_. \_\_\_\_\_, who is  
personally known to me \_\_\_, or produced the following identification as proof of  
identity. \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name  
Commission Expires: \_\_\_\_\_

## **Drug Free Workplace Certification**

**(This form must be completed and attached to submittal)**

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of 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 pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse 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 work place through implementation of this section.**

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Federal I.D. Number or SSN**

\_\_\_\_\_  
**Printed Name**

**Unauthorized Aliens**

**Board of County Commissioners  
Walton County, Florida**

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes, the County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally, such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally, violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See procedure PP-022, Walton County Purchasing Policies Manual.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA;  
COUNTY OF \_\_\_\_\_;

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires \_\_\_\_\_ [ ]

Personally known

[ ] Produced Identification

Type of Identification: \_\_\_\_\_

**Conflict Of Interest Disclosure Form**

For purposes of determining any possible conflict of interest, all respondents must disclose if any Walton County Board of County Commissioners, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “YES” (a city or county employee, elected official, or agency is also associated with your business), or “NO”. If yes, give person’s name(s) and position(s) with your business.

YES \_\_\_\_\_ NO \_\_\_\_\_

NAME(S):	POSITION(S):

FIRM NAME: \_\_\_\_\_

BY (printed): \_\_\_\_\_

BY (signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_