

**BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA
REQUEST FOR PROPOSAL
For
PLANNING CONSULTANT
SERVICES**

RFP NO: 23-13

The Board of County Commissioners (the “County”) is seeking proposals from experienced and qualified parties (“Consultant(s)”) to provide a Comprehensive Plan Amendment Evaluation and Appraisal Report (EAR) following the completion of a County Wide Visioning Study.

**RFP DEADLINE: JULY 24, 2023, NO LATER THAN 3:30 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 WILL BE RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE OFFICE OF CENTRAL PURCHASING. IT IS THE SOLE RESPONSIBILITY OF THE CONSULTANT FOR ASSURING THAT THE REQUEST FOR PROPOSAL (“RFP”) IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFP WILL BE ACCEPTED.

OUR AREA IS NOT A DESIGNATED OVERNIGHT FED EX DELIVERY LOCATION. OUR OFFICE IS CLOSED ON ALL FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF CONSULTANT TO ENSURE THEIR RFP PACKAGE IS DELIVERED ON TIME AND TO THE DESIGNATED PLACE AS INDICATED BELOW. OUR OFFICE WILL BE CLOSED ON MAY 29TH, 2023.

To be considered, Consultant must submit ONE (1) paper original and ONE (1) digital copy of their proposal on a USB thumb drive in a sealed envelope or package, clearly marked with Consultant’s name, address, and the words “***RFP 23-13 PLANNING CONSULTANT SERVICES***” addressed to:

Office of Central Purchasing
176 Montgomery Circle
DeFuniak Springs, Florida 32435

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SECTION 1 – INTRODUCTION:

1.1 PURPOSE:

The County has issued this RFP with the sole purpose and intent of obtaining proposals from interested and qualified Consultants offering to provide a COMPREHENSIVE PLAN AMENDMENT EVALUATION AND APPRAISAL REPORT (EAR) FOLLOWING THE COMPLETION OF A COUNTY WIDE VISIONING STUDY, in accordance with the specifications stated herein.

SECTION 2 –SCOPE OF SERVICES:

2.1 SCOPE OF SERVICES SUMMARY:

1. **Data and Analysis:** Countywide assessment that analyzes changes in local conditions including the following:
 - Population growth
 - The Bay Walton Sector Plan
 - Analysis of vacant and developable land
 - Analysis of development potential and spatial land use allocation of the current Future Land Use Map and Official Zoning Map
 - Demands of growth on public infrastructure, specifically transportation, parks and recreation, potable water, sewer, stormwater, and solid waste
2. **Evaluation of Major Local Issues:** Major local issues shall be identified through a public participation process involving residents, interested parties, adjacent local governments, County Commissioners, City Council members, and staff. This should be considered a listening exercise.
3. **Assess:** Assessment of any identified shortcomings, if any, of key goals, objectives, and policies within the Comprehensive Plan specifically as they pertain to the local issues identified per Section 2.1.2 above. This assessment will be made available to the public as part of item number 2.1.5 below, including the use of a virtual town hall format. Assessment should be made by qualified personnel including professional planners, environmental professionals, land scape architects, architects, and engineers with professional expertise in the subject matter discovered.
4. **Legal Analysis:** Legal analysis of any potential changes to the Comprehensive Plan including potential for future legal challenge and any estimated costs associated with such challenges.
5. **Visioning Study**
 - a. Develop a unified and highly graphical vision-based framework for future growth that will be used to inform any changes to the Comprehensive Plan and associated implementation requirements within the Land Development Code or other County ordinances and County operations.

- b. Assess existing Comprehensive Plan goals, objectives, and policies related to the identified vision and make recommendations for change. Assess future Land Development Code amendment projects and infrastructure programs.
 - c. Development of the vision-based framework should consider the original Trust Plan for South Walton, Walton County's history including being the birthplace of the New Urbanist Movement, the unique natural environment present in Walton County, and the Bay Walton Sector Plan.
 - d. A key step in reassessing the context is to check in with local community members for their perspectives on key issues and opportunities within the community. Therefore, the outreach task would involve the creation of a project website, web based community survey, online town hall format, and at least 10 public meetings. The first meeting would occur early in the process concurrent with a website / online town hall launch and survey; and the remaining work would occur after the development of draft updates to the Comprehensive Plan.
 - e. The selected Consultant will develop a Vision Plan document. This would include the complete body of work, a short executive summary of the work and another short implementation strategy summary for different contexts or areas of the County. This plan should be highly graphical.
6. **Evaluation and Appraisal Report:** The EAR updates (due March 2025) are to include replacement and/or updates to the Comprehensive Plan element maps and graphics.
- a. Evaluation and assessment of changes to Florida Statutes, Administrative Rules, and state and regional plans and their effect on the Comprehensive Plan.
 - b. Recommendations for updating the Comprehensive Plan, including:
 - Changes in timeframes, data and analysis, definitions, format, and style to be applied on a universal basis throughout the plan
 - Changes to the goals, objectives, and policies
 - Summary of recommended supplemental plans or studies to address the major established vision, local issues, or future growth
7. **Other Requirements:**
- a. To complete the work tasks and create the EAR document and Vision Plan update, the successful Consultant will:
 - Be responsible for the professional quality and technical accuracy of all documents and data used or produced and correct or revise any errors or deficiencies as appropriate
 - Coordinate with staff through regular communication for the duration of the project and revise the draft EAR with input from staff

- Attend applicable Planning and Zoning Commission workshops, present the EAR to the Local Planning Agency and County Commission, and prepare any revisions to the draft that may result from these meetings
- Attend adoption hearing(s) as may be held by the County
- Provide a final deliverable in both reproducible electronic copy and paper copies

SECTION 3 – PROCUREMENT RULES AND INFORMATION:

3.1 CONTACT PERSON:

James Walters
 Senior Bids and Proposals Analyst
 176 Montgomery Circle
 DeFuniak Springs, FL 32435
 850-892-8176
 email:.waljames@co.walton.fl.us

All questions regarding this RFP should be directed in writing, preferably by email to waljames@co.walton.fl.us. Questions shall be submitted no later than 12:00 noon local time on July 10th, 2023. Questions submitted after that date and time will not be answered. **DIRECTING QUESTIONS TO ANY OTHER STAFF, AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE COUNTY IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED.** The Bid and Proposal Analyst and County staff will review and answer questions. If applicable, answers citing the question(s) asked but not identifying the questioner will be published on the Walton County, Florida website. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the RFP 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.

<u>DATE/TIME</u>	<u>ACTION</u>
May 9th, 2023,	Advertised
July 10th, 2023, @12:00 Noon	Last Day for Questions
July 24th, 2023 @ 3:30 PM	RFP Close Date
July 24th - August 6th, 2023,	Review of submittals
August 7th, 2023, 9:00 AM	Review Committee Ranking
TBD	Interviews (If required)
TBD	BCC Award

3.3 SUBMISSION OF PROPOSAL:

Proposals are to be submitted in a format which allows uniform review and easy access to information by the review team. The items to be addressed in the proposal are listed below and should be referenced with index tabs.

Tab 1: Letter of transmittal. A brief letter of transmittal should be submitted that includes:

1. The Consultant's understanding of the work to be performed.
2. A positive commitment to perform the service within the time period specified.
3. The names of key persons, representatives, and project managers who will be the main contacts for the County regarding these services.

Tab 2: Brief history of Consultant. (Size, location(s), staffing level, and longevity, etc.)

Tab 3: Statement of Qualifications for Consultant and Assigned Personnel.

The following information should be included:

1. A statement of qualifications, abilities, experience and expertise in providing the requested services. Consultant shall have knowledge and experience in the State of Florida and specifically in Florida growth management laws.
 - a. A description of what qualifies the Consultant, which shall include the Consultant's financial status, to provide the County with these services for the required period of time, including appropriate staffing, necessary resources, and history of demonstrated competence.
 - b. An assessment of the Consultant's abilities to meet and satisfy the needs of the County, taking into consideration the Scope of Services and/or special expertise the Consultant has in providing these services to government agencies of similar size.
2. Identification and professional bio of dedicated personnel to be assigned to the County. Include an estimate of each key person's allocated time to the County's account. Include an organizational chart identifying the team and reporting structures. Resumes, including relevant experience may be included in this section.

Tab 4: Previous work, provide summaries of similar services provided to other Florida local government clients.

1. Provide details of three (3) similar and relevant past projects, including a project summary and results achieved, that personnel assigned to the County managed or participated in.

Tab 5: Proposed methodology and time frame for addressing County's needs.

1. Explain your approach to successfully providing the Scope of Services, including what you see as your role, and how you communicate with the County.

2. Explain your expectations for the County and its staff as it relates to your ability to successfully provide consulting services for the County.
3. Describe, in detail, your data analysis process including the methods and strategies you employ and the type of reports and forms that can be expected by the County as part of this engagement.
4. Explain your experience with, and knowledge of, urban planning and urban design principles of practice.

Tab 6: References

Provide three (3) governmental references, for similar size organizations with similar offerings, including the name of person(s) who may be contacted, title of the person, mailing address, email address and phone number. Please include references for the specific team members who will be assigned to the County.

Tab 7: Fee structure

Proposals shall include a service fee proposal as part of their response to this RFP.

3.4 RFP OPENING:

Proposals will be accepted until the 24th day of July 2023 no later than 3:30 PM and will be opened immediately thereafter.

Proposals are due at the time and date specified. Proposals received late will not be considered and will be marked as LATE.

3.5 INSURANCE REQUIRMENTS:

The Consultant shall purchase and maintain through the contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, professional liability, including error and omissions coverage if applicable, builder's risk, and other insurance as is appropriate for the project being performed hereunder by the Consultant, 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 Consultant 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 policy must be 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

3.6 COST FOR PREPARING PROPOSALS:

The County is not liable for any costs incurred by the Consultant in responding to this RFP, including those for oral presentations.

3.7 DISPOSAL OF PROPOSALS:

All proposals become the property of the County and will be a matter of record. The County shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of this proposal will not affect this right.

3.8 RULES FOR WITHDRAWAL:

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

Any submitted proposal shall remain valid for 60 days after the submission date, but the County at its sole discretion may release any proposal.

3.9 REJECTION OF PROPOSAL:

The County reserves the right to accept or reject any proposal 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 proposal of any Consultant if the County believes that it would not be in the best interest of the County to make an award to the Consultant, because the proposal is not responsive or responsible, or the Consultant is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the County.

3.10 VERBAL INSTRUCTIONS:

No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussion with any County employee. Only those communications from Consultants, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the Consultant. Any and all communication with County Commissioners or County staff other than the Office of Central Purchasing is prohibited during the time of the RFP advertising.

3.11 SALES AND USE TAX:

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

3.12 PUBLIC ENTITY CRIMES:

The Consultant 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.

3.13 DRUG FREE WORKPLACE:

The Consultant must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFP. According to Walton County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to 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 Consultants have a drug-free workplace program.

3.14 ADDENDUMS:

The County may issue addendums to modify the RFP as deemed appropriate. Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be posted online on the Walton County, Florida website. The Addendum Acknowledgement Form shall be signed by an authorized company representative, dated, and returned with each Consultant's submittal responsive to this RFP.

3.15 NOTICES:

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

3.16 BONDS:

All proposals shall be accompanied by a bid security in an amount of ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.00) made payable to Board of County Commissioners, Walton County, and in the form of a certified bank check or bid bond, issued by a surety authorized to conduct business in the State of Florida and having an A.M. Best rating of V-A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount.

The bid security of the selected Consultant will be retained until such Consultant has executed the contract and has furnished the required Certificates of Insurance. If the selected Consultant fails to execute and deliver the contract, or furnish the Certificate of Insurance, within five (5) business days after the Notice of Award, the County may annul the Notice of Award and the bid security of that Consultant will be forfeited. The proposal security of

other Consultants may be retained by the County until ten (10) calendar days after the Notice of Award, whereupon proposal security furnished by such Consultants will be returned.

Failure to submit an appropriate proposal security shall result in the proposal being declared unresponsive.

3.17 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 to the Senior Bids and Proposals Analyst or Chief Financial Officer 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 Senior Bids and Proposals Analyst or Chief Financial Officer 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. The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

3.18 LOCAL VENDOR PREFERENCE:

Award of the contract for this project shall be subject to local preference in accordance with the Walton County Purchasing Policies and Procedures (PP017). Application for Local Preference is attached to this Request for Proposal.

3.19 BLACKOUT PERIOD:

The period between the end of the advertisement for the Request for Proposal, Request for Qualifications, Invitation to Bid, 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 is prohibited between the Consultant (or its agents or representatives) or other entity with the potential for a financial interest in the award (or 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 County 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.

1. Exceptions 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 the Consultant by a Purchasing Division employee following the bid opening to clarify the Consultant'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, single source procurements, and emergency procurements, as defined in Walton County Purchasing Policy and Procedure manual.
- f. Communications with existing Consultants in the performance of existing contracts.

3.20 INDEMNIFICATIONS:

The Consultant 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 the Consultant 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) the Consultant or any subcontractor or supplier of the Consultant, 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 the Consultant 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.

3.21 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 the Consultant fails to provide the public records within a reasonable time, the Consultant may be subject to penalties under §119.10, F.S.

B. The 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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

3.22 REPRESENTATION.

The Consultant represents to the County that:

- A. The Consultant is properly certified and licensed; is solvent financially; is experienced in and competent to complete the project.
- B. The Consultant is familiar with all federal, state, local or other regulatory laws, ordinances, and regulations, which in any manner whatsoever, may affect the project.

3.23 UNAUTHORIZED ALIENS:

The County prohibits contracting with Consultants that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Consultants shall complete and submit the attached Unauthorized Aliens Form with their proposals.

3.24 IDENTICAL TIE PROPOSALS:

In the event of a tie between identical proposals responsive to this RFP, the County shall make the final determination of the award.

3.25 E-VERIFY:

The 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 any contract resulting from award of this RFP to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the contract.

3.26 LOBBYING PROHIBITION:

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

3.27 EVALUATION CRITERIA:

Proposals will be evaluated using criteria listed. The following represent the principal selection criteria, which will be considered during the evaluation process. Oral presentations may be requested, upon notification. Consultants shall be ranked on the following:

Criteria	Points
Qualification of Consultant and Assigned Personnel (Tab #3)	25
Relevant Experience ((Tab #4)	25
Proposed Methodology (Tab #5)	20
References (Tab #6)	10
Consultant Fee (Tab #7)	20
Local Vendor Preference	5

The Committee may short list no less than three Consultants, assuming that three proposals have been received, that it deems to best satisfy the selection criteria. The committee may then conduct interviews and/or require oral presentations from the short-listed Consultants.

SECTION 4 – CONTENTS OF RFP

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

4.1 CONTACT FOR CONTRACT ADMINISTRATION:

Consultants shall return the Contact for Contract Administration Form. This shall be the Consultant’s representative for the day-to-day activities of this contract. The signer shall have the authority to bind the Consultant to the submitted proposal.

4.2 FORMS:

It is MANDATORY that Consultants return the Information Sheet, Contact for Contract Administration, Public Entity Crimes, Drug Free Workplace Certification, Unauthorized Aliens, Conflict of Interest Disclosure Form, Proposed Fee Schedule, Q&A Acknowledgment Form (if applicable), Addendum Acknowledgment Form (if applicable), AND Submittal Checklist with their proposal. A representative who is authorized to contractually bind Consultant shall complete and sign the attached forms.

SECTION 5 – TERM OF CONTRACT:

The County may terminate this contract at any time with or without cause, or with or without prior notice when it is in the best interest of the County.

SECTION 6 - AWARD OF CONTRACT:

The County will award this RFP to the MOST responsible, responsive Consultant with the best cumulative score that meets the County’s needs. In the event the Consultant with the best cumulative score is found to be non-responsive, the County may proceed to the responsible, responsive Consultant with the next best cumulative score and continue the award process.

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

The following information will be provided to the Office of the County Attorney 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 or 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: “ F o r P r o f i t ” or “ N o t f o r P r o f i t ”

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

Florida Department of State 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 issuance of the Notice 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 Consultant shall submit a copy of the resolution together with the executed contract to the Office of Central Purchasing)

(Spelled exactly as it would appear on the instrument)

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

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 Consultant

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of _____ physical presence or _____ online notarization this ____ day of _____, 20____, by _____,
The _____ (insert title) of _____ with legal corporate authority, and
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 proposal)

Identical tie bids: preference shall be given to businesses with drug-free workplace 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 Consultants have a drug-free workplace program. In order to have a drug-free workplace 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 workplace specifying the actions that will be taken against employees for violations of such prohibition.**
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 workplace 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

**WALTON COUNTY
LOCAL PREFERENCE APPLICATION**

PROJECT NAME: Planning Consultant Services

RFP NO: 23-13

Name of Business: _____

Address: _____

City, State: _____ Zip code: _____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Walton County Purchasing Policies and Procedures, Procedure No: PP017.

- My business maintains its principal place of business within Walton County; OR

- My business has maintained a permanent place or places of business within Walton County and has employed people who live in Walton County on a regular and continuing basis for at least six (6) months prior to the advertising of this Request for Proposal

Signature

Date: _____

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

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

By signing below the Consultant swears or affirms that:

The Consultant does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The Consultant 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 and Procedures Manual.)

Signature

Printed Name

Title

Date

STATE OF FLORIDA;
COUNTY OF _____;

Subscribed and sworn to before me this _____ day of _____, 2023, by means
_____physical presence or _____online notarization

Notary Public
My commission expires _____

[SEAL]

Personally known
 Produced Identification
Type of Identification: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Consultants must disclose if any Walton County 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 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)

NAME OF
CONSULTANT:

BY (printed):

BY (signature):

TITLE:

ADDRESS:

PHONE #:

E-MAIL:

DATE:

SUBMITTAL CHECKLIST

Proposal Name: Planning Consultant Services Solicitation #: RFP 23-13

Date of Submittal Opening: July 24th, 2023 Time: 3:30 P.M.

- ___ Sealed Submittal Package with Solicitation Name and Number, Consultant Name and Address with contact information clearly marked on the outside of envelope/box.
- ___ 1 Original Bid Package and 1 Electronic Copy in .pdf on a USB Drive
- ___ Submittal Checklist (this page) attached to top of Original Submittal Package
- ___ Proposal Fee Schedule (if applicable)
- ___ Information Sheet
- ___ Contact for Contract Administration Form
- ___ Public Entity Crimes Form (notarized)
- ___ Drug Free Workplace Certification
- ___ Unauthorized Aliens Form (notarized)
- ___ Conflict of Interest Disclosure Form
- ___ Local Vendor Preference Form (if applicable)
- ___ Q&A Acknowledgement Form(s) (if applicable)
- ___ Addenda Acknowledgement Form(s) (if applicable)
- ___ Proof of Registration with State of Florida Division of Corporations (Sunbiz.org)

All required documentation submitted must be updated with most current and complete information from date of submittal opening, including notarizations where required. Failure to submit all required forms, including this checklist, shall result in your submittal being deemed non-responsive. ATTACH THIS PAGE TO THE TOP OF YOUR SUBMISSION

Firm: _____

By: _____
(Print)

Signature: _____

Title: _____

Date: _____