

**BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA  
REQUEST FOR PROPOSAL  
FOR  
DeFuniak Springs Comprehensive Master Plan  
for the Main Street District**

**RFP NO: 020-004**

The Board of County Commissioners, Walton County, Florida (the “County”) is seeking proposals from experienced and qualified parties (“Proposer” or “Consultant” or “Firm”) to contract for consulting services to conduct a process to create a Sustainable Economic Matrix and Master Plan (SEMMP).

**RFP Deadline: March 16, 2020 no later than 10:00AM local time and open immediately thereafter. *BCC APPROVED TO EXTEND THE CLOSING ON THIS RFP. SOME OF THE SCOPE OF WORK HAS BEEN CHANGED,***

LATE PROPOSALS RECEIVED AFTER THE AFOREMENTIONED 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. PROPOSALS OFFERED ARE THE SOLE RESPONSIBILITY OF THE VENDOR FOR ASSURING THAT PROPOSALS ARE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL PROPOSALS WILL BE ACCEPTED.

*BIDDER IS RESPONSIBLE FOR THE DELIVERY OF ITS PROPOSAL. PROPOSALS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL NOT BE OPENED. THE PURCHASING DEPARTMENT IS CLOSED ON ALL FRIDAYS AND FEBRUARY 17, 2020. OUR AREA IS NOT A GUARANTEED NEXT DAY DELIVERY BY FED EX*

To be considered firms must submit one (1) original and five (5) copies in a sealed envelope with the words “**Proposal for DeFuniak Springs Comprehensive Master Plan for the Main Street District**” written on the outside and addressed to:

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

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## ***SECTION 1 – INTRODUCTION***

### **1.1 General Information:**

Walton County desires to encourage workforce development and job creation; infrastructure projects benefiting the economy or ecological resources, and promotion of tourism in the Gulf Coast Region. The purpose of the proposed project is to develop a Sustainable Economic Matrix and Master Plan (SEMMP) for the City of DeFuniak Springs with the intent to then fully implement the SEMMP at a future date by addressing issues such as workforce development and job creation, infrastructure and promotion of tourism to Walton County. The Plan will build strategies to enhance and protect the sustainability and resilience of Walton County’s economy and works to diversity the County’s economic base.

The objective of the SEMMP will be to create guiding documents and a road map for sustainable economic growth over the next 15-20 years. The plan will help identify greatest needs and reduce overlap and duplication of services; ultimately reducing cost and time to complete projects. The development of the SEMMP is a critical first step towards addressing job base diversification, infrastructure needs, and expand the promotion of tourism in Walton County. The proposed project is forecasted to have a net positive economic benefit for the City of DeFuniak Springs. These benefits include better career opportunities, housing options, and quality of life while reducing the income disparity gap through a diversified industry matrix.

### **1.2 Funding Source:**

Funding for this project will come from two different sources.

- Restore Funding – Main Street DeFuniak Springs
- USDA Grant

## ***SECTION 2 – SCOPE OF WORK***

The Contractor will develop a Sustainable Economic Matrix and Master Plan (SEMMP) to address the key issues of workforce development and job creation. Infrastructure needs and promotion of tourism within northern portion of Walton County.

### **2.1 Scope of Services for the Contractor will include the following:**

Contractual Services

- Development of a Sustainable Economic Matrix and Master Plan

## 2.2 **Deliverables:**

Deliverables shall consist at a minimum of the following:

### Progress Reports

1. Part I – Kickoff and Community Visioning
  - Kickoff Workshop
  - Community engagement strategy
  - Vision and Master Plan survey and results
  - Physical assessment “framework” diagram documenting existing conditions, potential linkages, key assets, gateways, public spaces, key development sites, development challenges.
  - Community Vision Summary – Overall community vision and emerging themes for branding, economic development and physical master planning.
  
3. Part II – Market Analysis and Business Development
  - Market Definition Study for historic district, key corridors and districts in the greater DeFuniak Springs area
  - Zip Code Survey
  - Market Analysis (e.g. Retail, Office and Employment, Industrial, Residential)
  - Demographic Profile including Market Segmentation
  - Business Development Strategy and Report – Business Recruitment and Support tasks to be included in the final implementation plan.
  
4. Part III – Brand Development
  - Brand Implementation Strategy – Branding material has been developed for the Main Street District of DeFuniak Springs. These materials will need to be incorporated into a brand implementation strategy with actionable items.
  
5. Part IV – Master Plan
  - Urban design strategies
  - Illustrative plan – Comprehensive master plan recommendations in graphic plan format including all urban design recommendations above
  - Supplemental graphics – perspective sketches or cross sections to illustrate priority recommendations
  - All presentation material, maps, drawings etc., in digital format
  - Vision and Master Plan Report and Strategy Board – all branding, economic development, and physical master planning recommendations in report including phased implementation tasks and cost estimates
  
6. Part V – Industry Recruitment
  - Research
  - Analysis
  - Recruitment

Contractor shall be available to meet with County Staff at each submittal and as necessary to complete the project. All submittals to the County should be provided in a digital format and include two (2) hard copies.

### **2.3 Components**

1. The Plan will provide a multi-faceted vision for the city's economic and business development future as well as specific actions to ensure success. The Plan will incorporate up-to-date economic development best practices. It will be realistic and implementable. It will identify key issues. Specific recommendations on appropriate metrics that demonstrate economic development success are expected. The DeFuniak Springs City Council, DeFuniak Springs Community Redevelopment Agency, DeFuniak Springs Economic Development Committee, business community and general population must embrace the strategy as visionary and actionable. Economic development partners and constituencies will be included in plan development meetings and discussions. The Plan will be presented for approval to the DeFuniak Springs City Council and DeFuniak Springs Community Redevelopment Agency.
2. The city's economic measures must be compared to similar Florida and regional localities including unemployment and poverty rates, industry mixes, population growth, wages, building permits and more. Though DeFuniak Springs is a unique community, this data will offer a baseline comparison to get a better sense of how the area measures with to similar localities. The data should be tracked over time and compared with peer communities.
3. A comparison of budgets, staffing levels, capabilities and functional areas of DeFuniak Springs to like communities must also be included with recommendations to City for adjustments to its program and budget.
4. The Plan must carefully consider and incorporate goals of other governmental documents such as the City Council Goals and Initiatives, DeFuniak Springs Comprehensive Plan, and the DeFuniak Springs Community Redevelopment Plan.
5. The Plan must be responsive to the priorities of DeFuniak Springs economic development partners and have buy-in from the community at large. The proposal must address how the proposer intends to include DeFuniak Springs economic development partners and community members in the preparation of The Plan and how he or she intends to vet the prepared plan. The Plan must be broadly discussed in a cross section of the community.

6. The Plan must be organizationally comprehensive. The proposal must address how each of the functional areas with economic development, city government, and the broader community will be included in preparing and executing The Plan. The proposal must identify goals and milestones to tract implementation of The Plan’s recommendations and address how these goals and milestones will be collected and reported. Existing or readily available data (i.e., new business licenses issued, business-related taxes collected, employment levels, etc.) should be utilized in the goals and milestones reporting,
7. The drafted updated Economic Development Master Plan will be scheduled for presentation to the DeFuniak Springs City Council no more than six (6) months after start date of the project. As an element of The Plan, the proposer will be required to present the revised document to the Community Redevelopment Agency, Economic Development Committee and the City Council. The City Council will adopt The Plan for action, The Master Plan will be an implementing document of the City’s Comprehensive Plan and Community Redevelopment Agency.
8. The proposal must include an initial fee cost and general timeline, subject to adjustment based upon the final scope of work; and a roster of all personnel who will likely be involved with this work, including their role in this effort, their credentials, and relevant accomplishments. Florida experience is preferred. The proposal should also include at least two (2) but not more than five (5) recent relevant examples of similar plans in which the proposer was either lead or played a significant role.

#### **2.4 Part I - Deliverables:**

Kickoff and Community Visioning – This part of the process will include background review, project reconnaissance and stakeholder engagement. It will lay the foundation for the Market Analysis and Business Development Strategy, Community Brand Development, Master Plan and Industry Recruitment.

- Kickoff Workshop
- Community engagement strategy
- Vision and Master Plan survey and results
- Physical assessment “framework” diagram documenting existing conditions, potential linkages, key assets, gateways, public spaces, key development sites, development challenges, etc.
- Community Vision Summary Report – Overall community vision and emerging themes for branding, economic development and physical master planning.

## **2.5 Part II – Market Analysis and Business Development Deliverables:**

This will include detailed market research on the greater DeFuniak Springs area in order to determine true opportunities for development (physical master plan), understand potential target markets for customers/users (branding and marketing), and define opportunities for new investment (business recruitment).

- Market Definition Study for historic district, key corridors and districts in greater DeFuniak Springs area
- Zip Code Survey
- Market Analysis
  1. Retail – Leakage, Capture, Shares, Pull Factor studies
  2. Office and Employment – trends, projections and opportunities
  3. Industrial – Available assets, locations, infrastructure
  4. Residential – trends, projections and opportunities
- Demographic Profile including Market Segmentation
- Business Development Strategy and Report – Business Recruitment and Support tasks to be included in final Implementation Plan.

## **2.6 Part III – Brand Development Deliverables:**

A brand identity for the City of DeFuniak Springs has been developed for the downtown district.

Brand Implementation Strategy – Recently developed brand and marketing tasks to be included in final Implementation Plan

## **2.7 Part IV Master Plan – Deliverables:**

The master plan includes analysis, recommendations, and proposals for strengthening, the population, economy, housing, transportation, community facilities, and land use of the greater DeFuniak Springs area. It is based on public input, surveys, planning initiatives, existing development, physical characteristics, and social and economic conditions. The physical master plan will build off the Community Vision and market research, detailing urban design strategies including streetscape and pedestrian enhancements, catalyst development opportunities, infill development scenarios to and from adjacent districts, and enhancements to key corridors. It will include both public sector physical, infrastructure, and site improvements as well as private sector investment opportunities for key buildings and infill projects.

- Urban design strategies
  1. Streetscape improvement recommendations
  2. Open space/park recommendations and connectivity
  3. Gateway and corridor enhancements
  4. Redevelopment strategies for key development sites
  5. Identification of future land use sites for industry
  6. Transportation and travel pathway recommendations

7. Identification of future housing locations
  8. Recommendations on mixed use facilities downtown
  9. Phasing and implementation schedule for identifying priorities for action
  10. Provide framework for regeneration to attract private sector investment
  11. Conceptualize and shape the three-dimensional urban environment
  12. Define public, semiprivate, and private spaces and public amenities
  13. Determine the mix of uses and their physical relationship
- Illustrative plan – Comprehensive master plan recommendations in graphic plan format including all urban design recommendations above
  - Supplemental graphics – perspective sketches or cross sections to illustrate priority recommendations
  - All presentation material, maps, drawings, etc. in digital format
  - Vision and Master Plan Report and Strategy Board – All branding, economic development, and physical master planning recommendations in report format including phased implementation tasks and cost estimates

## 2.8 **Industry Recruitment – Deliverables:**

Industry recruitment will be focused through a partnership with Gulf Power to build a research, marketing and recruitment plan focused on each zone inside the greater DeFuniak Springs area. Each area is unique and needs separate plan to optimize the potential of the area.

- Research
  1. Analysis of natural boundary areas, current retail tenant mix, competition, travel times, radius areas and existing sites/building
  2. Focus on identifying decision critical data that will influence the site location decisions
  3. Provide thematic maps, aerial photos, asset maps and customized research reports by sector
- Analysis
  1. Community peer identification
  2. Focus properties
  3. Industry target list
  4. Current and future aerial mapping
  5. Marketing brochure build out
- Recruitment
  1. Representation at ICSC Deal Making conferences
  2. Proactive marketing
  3. Tenant Representative Firms Outreach Program
  4. Developer Outreach Program
  5. Retail and Restaurant Outreach Program
  6. Portfolio reviews with tenant reps and developers
  7. ICSC conference meetings with tenant rep firms and developers
  8. Basecamp software updates in real time as new information

becomes available

**2.9 Qualifications:**

- Proposing firm must have completed five (5) projects having provided the scope of work or a similar scope of work as outlined in this RFP within the past six (6) years.
- Projects completed must demonstrate the firms experience and expertise with Community Redevelopment Agencies, City and Government processes, public participation process, market analysis and economic analysis
- Proof of the five (5) projects within the past six (6) years must be provided by completing the charts below:

Name and Location of Project #1	
<b>Name of the Firm that was awarded the Contract</b>	
<b>List the sub-consultants that worked for the awarded Firm to provide all services required for the Project</b>	
<b>Date when Project started</b>	
<b>Date when Project was completed. Must have been completed within the past six (6) Years 2012-2018</b>	
<b>Name of entity for which services were provided to</b>	
<b>Updated contact name, phone and email for Project Manager where services were provided to</b>	
<b>Proposing Firm must provide in detail the scope of work as outlined in the RFP demonstrating the Firms experience and expertise with:</b>	
<b>a. Community Redevelopment Agencies</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>b. Municipal and County Government processes</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>c. Florida Land Use Planning</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>d. Public participation processes</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>e. Market Analysis</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>

<p><b>f. Economic Analysis</b></p> <p><b>Proposing Firm must list in detail for each Item a-f their experience.</b></p> <p>a.</p> <p>b.</p> <p>c.</p> <p>d.</p> <p>e.</p> <p>f.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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<p align="center"><b>Name and Location of Project #2</b></p>	
<p><b>Name of the Firm that was awarded the Contract</b></p>	
<p><b>List the sub-consultants that worked for the awarded Firm to provide all services required for the Project</b></p>	
<p><b>Date when Project started</b></p>	
<p><b>Date when Project was completed. Must have been completed within the past six (6) Years 2012-2018</b></p>	
<p><b>Name of entity for which services were provided to</b></p>	
<p><b>Updated contact name, phone and email for Project Manager where services were provided to</b></p>	
<p><b>Proposing Firm must provide in detail the scope of work as outlined in the RFP demonstrating the Firms experience and expertise with:</b></p> <p>a. <b>Community Redevelopment Agencies</b></p> <p>b. <b>Municipal and County Government processes</b></p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

<p><b>c. Florida Land Use Planning</b></p> <p><b>d, Public participation processes</b></p> <p><b>e. Market Analysis</b></p> <p><b>f. Economic Analysis</b></p> <p><b>Proposing Firm must list in detail for each Item a-f their experience.</b></p> <p><b>a.</b></p> <p><b>b.</b></p> <p><b>c.</b></p> <p><b>d.</b></p> <p><b>e.</b></p> <p><b>f.</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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Name and Location of Project #3	
<b>Name of the Firm that was awarded the Contract</b>	
<b>List the sub-consultants that worked for the awarded Firm to provide all services required for the Project</b>	
<b>Date when Project started</b>	
<b>Date when Project was completed. Must have been completed within the past six (6) Years 2012-2018</b>	
<b>Name of entity for which services were provided to</b>	
<b>Updated contact name, phone and email for Project Manager where services were provided to</b>	

<p><b>Proposing Firm must provide in detail the scope of work as outlined in the RFP demonstrating the Firms experience and expertise with:</b></p>	
a. Community Redevelopment Agencies	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
b. Municipal and County Government processes	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
c. Florida Land Use Planning	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
d. Public participation processes	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
e. Market Analysis	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
f. Economic Analysis	Yes <input type="checkbox"/> <span style="margin-left: 200px;">No <input type="checkbox"/></span>
<p><b>Proposing Firm must list in detail for each Item a-f their experience.</b></p>	
a.	
b.	
c.	
d.	
e.	
f.	

<b>Name and Location of Project #4</b>	
<b>Name of the Firm that was awarded the Contract</b>	
<b>List the sub-consultants that worked for the awarded Firm to provide all services required for the Project</b>	
<b>Date when Project started</b>	
<b>Date when Project was completed. Must have been completed within the past six (6) Years 2012-2018</b>	

<b>Name of entity for which services were provided to</b>	
<b>Updated contact name, phone and email for Project Manager where services were provided to</b>	
<b>Proposing Firm must provide in detail the scope of work as outlined in the RFP demonstrating the Firms experience and expertise with:</b> a. <b>Community Redevelopment Agencies</b> b. <b>Municipal and County Government processes</b> c. <b>Florida Land Use Planning</b> d, <b>Public participation processes</b> e. <b>Market Analysis</b> f. <b>Economic Analysis</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Proposing Firm must list in detail for each Item a-f their experience.</b> a. b. c. d . e. f.	

<b>Name and Location of Project #5</b>	
<b>Name of the Firm that was awarded the Contract</b>	
<b>List the sub-consultants that worked for the awarded Firm to provide all services required for the Project</b>	
<b>Date when Project started</b>	

<b>Date when Project was completed. Must have been completed within the past six (6) Years 2012-2018</b>	
<b>Name of entity for which services were provided to</b>	
<b>Updated contact name, phone and email for Project Manager where services were provided to</b>	
<p><b>Proposing Firm must provide in detail the scope of work as outlined in the RFP demonstrating the Firms experience and expertise with:</b></p> <ul style="list-style-type: none"> <li>a. <b>Community Redevelopment Agencies</b></li> <li>b. <b>Municipal and County Government processes</b></li> <li>c. <b>Florida Land Use Planning</b></li> <li>d. <b>Public participation processes</b></li> <li>e. <b>Market Analysis</b></li> <li>f. <b>Economic Analysis</b></li> </ul> <p><b>Proposing Firm must list in detail for each Item a-f their experience.</b></p> <ul style="list-style-type: none"> <li>a.</li> <li>b.</li> <li>c.</li> <li>d</li> <li>.</li> <li>e.</li> <li>f.</li> </ul>	<ul style="list-style-type: none"> <li>Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul>



**3.4 PROPOSAL OPENING:**

Proposals will be accepted until the 16<sup>th</sup> day of March 2020 no later than 10:00AM and will open immediately thereafter. Proposals are due at the time and date specified. Proposals received late will not be considered and will be marked as LATE.

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Purchasing at 850-892-8176 at least five (5) working days prior to the event.

**3.5 COST OF PREPARING PROPOSALS:**

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

**3.6 DISPOSAL OF PROPOSAL:**

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.

Any submitted proposal shall remain a valid proposal for a period of sixty (60) days after the submission date.

**3.7 PRE-PROPOSAL CONFERENCE:**

A Pre-Proposal conference will be held on February 19, 2020 at 2:30PM at the Public Works Conference Room, 117 Montgomery Circle, DeFuniak Springs, Florida 32435. *Contractors may call in on conference call by dialing 850-635-0655 x 265034.*

**3.8 Evaluation Criteria:**

Proposals will be evaluated using criteria listed. The following represent the principal selection criteria, which will be considered during the evaluation process.

<b>EVALUATION CRITERIA</b>	<b>WEIGHTED POINTS</b>
Firm's qualifications and experience	35
Management and team's experience & qualifications	30
Past performance – references	10
Approach to the project	10
Cost proposal	15

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

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Purchasing at 850-892-8176 at least five (5) working days prior to the event.

### **3.9 Rejection of Proposals:**

**The County reserves the right to accept or reject any all proposals 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 informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter into agreement negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful agreement the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether or not the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Agreement Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs,

maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

**3.10 Public Entity Crimes:**

The proposer 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.

**3.11 Drug Free Workplace:**

The proposer must complete the County's Drug Free Workplace Certification form, attached and made a part of the PROPOSAL. 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.

**3.12 Blackout 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 is prohibited between the bidder(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 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.

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 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.

**3.13 Insurance Requirements:**

FIRM shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, works compensation, professional liability, including errors and omissions coverage if applicable, and other insurance as appropriate for the services being performed hereunder by FIRM, its employees or agents. The amounts and types of 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. 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. Additional Insured. 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. Additional Insured. 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 the 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 of Florida. 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 Bonding:**

***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 Successful Proposer will be retained until such Proposer has executed the Contract, and has furnished the required Certificates of Insurance. If the Successful Proposer fails to execute and deliver the Contract, or furnish 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 Proposer will be forfeited. The proposal security of other proposers may be retained by the County until ten (10) calendar days after the Notice of Award, whereupon proposal security furnished by such proposers will be returned.

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

**3.15 Public Access:**

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.

A. Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the

B. 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 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  
[roogenara@co.walton.fl.us](mailto:roogenara@co.walton.fl.us)

**3.16 Indemnification:**

The firm or individual 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 individual 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 individual, or any subcontractor or supplier of Firm or individual, 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 or individual shall be required to indemnify the County for the County's own negligence.

**3.17 Notices:**

Any notices to be given under a contract shall be given by United States Mail, addressed to Firm or individual at its address stated herein, and to the County at its address stated

herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

**3.18 Protest:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the agreement, 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 (10) 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 not less than five percent (5%) of the lowest responsible proposal received by the County.

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.

***SECTION 4 – CONTENTS OF PROPOSAL***

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

**4.1 Forms:**

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

**4.2 Contacts for Contract Administration:**

Proposers shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

***SECTION 5 – CONTRACT TERMS AND CONDITIONS:***

A three-year contract is contemplated with the option to renew in subsequent years, subject to the annual review and recommendation of the Auditor Selection Committee, the satisfactory negotiation of terms (including a price acceptable to both the Walton County Board of County

Commissioners and the selected firm), the concurrence of the Walton County Board of County Commissioners and the annual availability of an appropriation.

**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 NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

## 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(1)(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(1)(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(1)(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(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or have the United States with the legal power to enter into 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 this \_\_\_ day of \_\_\_\_\_, 20\_\_.  
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 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

## COST PROPOSAL FOR CONTRACTOR

Deliverables	Description of Deliverables	Total Cost
1	Progress Reports	
2	Kickoff workshop, community engagement strategy, vision and master plan survey, physical assessment “framework” diagram documenting existing conditions, potential linkages, key assets, gateways, public spaces, key development sites, development challenges	
3	Market definition study for historic district, key corridors and districts in the greater DeFuniak Springs area, zip code survey, market analysis, demographic profile including market segmentation, business development strategy and report	
4	Brand development, logo and tagline designs for DeFuniak Springs, downtown, and any sub-districts, brand extensions, logo designs for organizations as needed, additional marketing deliverables, digital photography library of all photos, style guide for brand implementation, release of ownership of creative design work to Client, digital resource package, brand implementation strategy	
5	Master plan – urban design strategies, illustrative plan, comprehensive master plan recommendations in graphic area including all urban design, supplemental graphics, vision and master plan report, all presentation material, maps, drawings in digital format	
6	Industry recruitment, research, analysis	