

**BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA**

REQUEST FOR QUALIFICATIONS

For
FEDERAL SHORE PROTECTION PROGRAM



RFQ NO: 07-028

The Board of County Commissioners, Walton County, Florida and the Walton County Tourist Development (WCTDC) is seeking qualifications for consulting firms that can provide guidance and expertise in the lobbying process for federal shore protection funds, project development and funding.

RFQ DEADLINE: April 9, 2007 no later than 4:00 PM

RFQ OPENING: April 9, 2007 at approximately 4:05 PM

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

To be considered, Firm/Team must submit an original and five (5) copies of RFQ in a sealed envelope or package, clearly marked with the Firm/Team's name and address, and the words" **Federal Shore Protection Program**" addressed to:

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

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SECTION 1 – INTRODUCTION

1.1 Purpose:

The Walton County through its Tourist Development Council (TDC) is seeking a qualified consulting firm that can provide guidance and expertise in the lobbying process for federal shore protection funds. The consulting firm will be expected to take directives from the TDC regarding Walton County's Beach Management program.

SECTION 2 – SCOPE OF WORK

2.1 Background Information:

Walton County incorporates 1,066 square miles and more than 40,000 people. The county has three municipalities, DeFuniak Springs, Freeport and Paxton. The landscape is marked by 26 miles of white sandy beaches, the Choctawhatchee Bay, many rivers and lakes and vast agricultural and timberlands. The economy is centered on the tourism industry with approximately 677 thousand overnight tourists visiting the beaches of Walton County each year. Moreover, the industry generates approximately \$412 million in total sales (retail plus business-to-business sales) locally.

Since 1999, Walton County has been working toward the restoration of gulf-front beaches that were impacted by Hurricanes Opal and Erin in 1995, and Earl and Georges in 1998. Many different activities have occurred including the designation of a local funding source, completion of a Countywide Beach Management Feasibility Study, and the completion of a five mile long beach restoration project in western Walton County.

In 2002, Walton County began the federal shore protection process with the initiation of a Reconnaissance Study. The study was completed in 2003 and it was determined that there was a federal interest in restoring Walton County's shoreline. Subsequently, a federal feasibility study began that has been ongoing since 2003. Since Walton County began the feasibility study, the shoreline has been greatly impacted by the 2004 and 2005 hurricane seasons leading to a critical need for restoration along many shoreline areas. Additionally, the Walton County Federal shore Protection Study was selected as a test bed location for the new BeachFX model. Currently, the feasibility study is ongoing with an anticipated completion date in late 2007

In 2002, a Washington-based lobbying firm was hired by TDC to assist Walton County in lobbying federal representatives to pass all necessary acts of Congress to establish the county in the Federal Shore Protection Program. Those efforts have been highly successful with authorizations and appropriations being secured

to ensure no stoppages to the process. As the feasibility study comes to completion, it is apparent that a Washington-based lobbying firm will continue to be needed to move the project into the construction phase.

2.2 Specifications:

The TDC is requesting information from consulting firms who can assist Walton County in providing the guidance and expertise necessary to secure federal funds and project authorizations for the County's federal beach nourishment project; and assist Walton County in project development through coordination with other TDC consultants and state and federal agencies. To achieve this goal, the selected party will be expected to do the following tasks:

- Assist Walton County in lobbying federal representatives to pass Acts of Congress for a Walton County Federal Shore Protection Project.
- Assist Walton County in discussions with the US Army Corps of Engineers regarding the scope and findings of all conducted phases of work as part of the Walton County Federal Shore Protection Project.
- Assist Walton County in discussions with the US Army Corps of Engineers regarding future phases of the Walton County Federal Shore Protection Project. These discussions will include both cost negotiations and scope of the study.
- Assist Walton County in preparing a request for federal cost share funding for all conducted phases of work as part of the Walton County Federal Shore Protection Project.
- Act on the County's behalf in regards to permitting issues that may arise from County's emergency shoreline protection projects.
- Attend meetings in Walton County when requested by TDC representatives.
- Represent Walton County in Washington D.C. regarding issues that affect Walton County's Federal Shore Protecting Project.
- Schedule and attend meetings with Congressional Staff and Walton County representatives as requested by TDC representatives.
- Provide updates to Walton County through phone and email contacts as well as monthly written reports included with billing invoices. Including but not limited to, number of meetings attended and contacts made on behalf of Walton County.

2.3 Submittal Requirements:

The consulting firm selected for this project should have significant experience and competence lobbying federal representatives to pass Acts of Congress. The consulting firm should have sufficient corporate resources to deliver the products and services requested. This portion of the proposal should describe the consulting firm's organizational experience with similar projects, and demonstrate its understanding of the federal funding process required for such a project, by providing the information detailed below. This section describes information requested about the consulting firm's experience. Individual consulting firm team members' experience must be described as provided in Section 2.2 of the RFQ.

- Description of consulting firm, its resources and strategic partners that is relevant to the acquisition of funds for a federal shore protection project.
- Detailed description of the team that would be assigned to work on this account, including a team organizational chart and biographies of team members. For each team member, include a description of relevant experience in the federal shore protection process. Also include a description of the amount of time each team member would have available to devote to the project.
- Description of the intellectual approach the team would use to conduct the campaign. Include information relevant to Walton County's situation.
- Any relevant case studies of clients who you have worked with to achieve similar goals.
- At least four (4) references from local governments for whom you have lobbied for federal shore protection funds.
- Complete and return the attached Billing Schedule form.

SECTION 3- PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Glyndol Johnson
Purchasing Agent
176 Montgomery Circle
DeFuniak Springs, Fl 32435
850-892-8176 ext. 242
Email: johglyndol@co.walton.fl.us

Technical Questions:

Brad Pickel
Director of Beach Management
P.O. Box 1248
Santa Rosa Beach, Florida 32459
email: bpickel@beachesofsouthwalton.com

Questions will only be accepted if submitted in writing. Questions received less than ten (10) business days prior to the date for opening of Qualifications shall not be answered.

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>
April 9, 2007 no later than 4:00 PM	Closing date for RFQ
April 9, 2007 at approx. 4:05 PM	Opening date for RFQ
April	Evaluation Meeting

3.3 Submission of Statement:

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm’s capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional material are not desired. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein.

3.4 RFQ Opening:

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

3.5 Cost of Preparing RFQ:

The County is not liable for any costs incurred by a firm in responding to this RFQ, including those for oral presentations.

3.6 Disposals of RFQ:

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

3.7 Rules for Withdrawal:

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

Any submitted Statement of Qualifications shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of the opening, but the County at its sole discretion may release any RFQ.

3.8 Rejection of RFQ:

The County reserves the right to accept or reject any statement of qualification in whole or in part with or without cause, to waive technicalities, or portions, thereof, which, in the County's judgment, best serve the interest of the County, to award a contract to the next most qualified firm based upon the order of priority established when the Board makes its selection.

3.9 Verbal Instructions:

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

3.10 Indemnification:

Firm shall indemnify and save harmless the COUNTY, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier

of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the COUNTY, its respective officers, agents, or employees, provided Firm shall not be required to indemnify the COUNTY for the County's own negligence.

3.11 Notices:

Any notices to be given under a Contract shall be given by United States Mail, addressed to Firm 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.

3.12 Public Entity:

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

3.13 Drug Free Workplace:

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

3.14 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive

automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. 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. 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. 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.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents,

except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

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

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

3.15 Evaluation Criteria:

Prior to the receipt of statements, TDC will establish an evaluation team. The team will be responsible for qualifications evaluation and will make a recommendation to the TDC. Before the final selection, the TDC may request not more than three firms to orally present their proposal. The TDC will select a firm to propose to the Walton County Board of Commissioners.

1. Years of experience in lobbying for federal shore protection funds.
2. Experience with similar projects and success in securing federal shore protection funds.
3. Knowledge of Walton County's needs.
4. Qualifications and experience of the team working on the Walton County account.
5. Preference will be given to consulting firms with a diversity of clients.
6. Information provided by references.

SECTION 4 – CONTENTS OF RFQ

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

4.1 Contact for Contract Administration:

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

4.2 Forms:

It is Mandatory that firms return the Drug Free Workplace Certification Form along with the Public Entity Crime Form.

SECTION 5 – AWARD OF CONTRACT

The County will award this contract to the responsible bidder based on the criteria set forth in this RFQ. Contract will be for one year with an option to renew for three (3) one year terms.

BILLING SCHEDULE

The schedule should provide that a sufficient amount of resources (number of hours and level of staff expertise) are allocated for planning and implementation of an intensive lobbying effort. It is also important that the number of hours allocated to the lobbyists who are the primary team members performing the work in the field are sufficient to perform the scope of services provided in this RFQ.

Attach a list of each consultant providing the services identified in this RFQ. This must include a detailed description of personnel, by name and title, and percentage of project time each will work on that specific area.

Provide a lump sum monthly rate for the services identified in this RFQ to include consulting fees, any and all incidental administrative expenses.

\$ _____

Walton County Tourist Development Council will pay out of town travel expenses that are actual, reasonable and necessary and authorized by the Walton County Tourist Development Council Director of Beach Management. All expenses are subject to Florida Statute 125.0104(9).

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

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

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

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

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

_____ **The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,**

or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

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

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 200__.
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

ADDENDUM ACKNOWLEDGEMENT FORM
(SAMPLE)

RFQ
ADDENDUM

Board of County Commissioners
Office of Central Purchasing
176 Montgomery Circle
DeFuniak Springs, Fl 32433

RFQ NO:

RFQ TITLE:

OPENING DATE:

ADDENDUM NO:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE
TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE REFERENCED RFQ

S
A
M
P
L
E

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFQ.
ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED
ON THE RFQ FORM. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO
DISQUALIFICATION.

PROPOSER: _____ BY: _____

ADDRESS: _____ PHONE: _____

CITY, STATE: _____ DATE: _____