

**South Walton Fire District  
Request for Proposals for Architectural Services**

**RFP No. 2025-001**

**January 8, 2025**

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## Section 1 Overview

### 1.1 Project Description

The South Walton Fire District (District) seeks proposals from qualified architectural firms to provide professional services needed to design and construct a new fire station in southern Walton County, Florida. The fire station will be approximately 15,000 square feet with 4 engine bays and will be located in Section 9, Township 3 South, Range 18 West Walton County, Florida as shown **Attachment A**. The site is located within a Detailed Specific Area Plan under section 163.3245(3)(b), Florida Statutes (DSAP) approved by Walton County. The District has obtained a development feasibility assessment provided as **Attachment B** which provides an overview of the site and has hired a civil engineering firm to prepare the site. The District intends to select one firm to provide professional architectural services using the competitive process for procuring professional services provided in section 287.055(3)-(5), Florida Statutes.

A draft Scope of Work is contained in Exhibit A of the Agreement for Professional Services included in **Attachment F** to this solicitation (the "Project").

By submitting a response, respondents represent that they have carefully read the terms and conditions of this solicitation and all attachments and Addenda and agree to be bound by them. This Request for Proposals ("RFP") is not an offer to enter into a contract, but merely a solicitation to interested respondents.

### 1.2 District Background

The South Walton Fire District ("District") was created by the Walton County Board of Commissioners on August 9<sup>th</sup> in 1983. The District is an independent special fire control district operating and existing under chapters 189 and 191, Florida Statutes and its Charter codified in Chapter 2000-491, Laws of Florida and amended by Chapter 2007-316, Laws of Florida. The District is funded by ad valorem taxes and other sources such as impact fees and fees for services.

The District is responsible for the Fire Protection, Emergency Medical Services Transport, Beach Lifeguards, Hazardous Material Mitigation, 911 Emergency Communications and Public Education and Prevention activities for 84 square miles. This encompasses all properties from the Okaloosa County Line eastward to the Bay County Line and south of the Choctawhatchee Bay to the Gulf of Mexico. The District owns and operates 5 fire stations in strategic locations across the District. District headquarters are located at 911 N. County Highway 393, Santa Rosa Beach, FL 32459.

### 1.3 Solicitation Documents

A copy of the solicitation documents may be obtained at no charge either: 1) by visiting the District's website [WWW.SWFD.ORG](http://WWW.SWFD.ORG) under the tab "News and Notices," 2) by contacting Assistant Chief Daniel LaTour at [DLATOUR@SWFD.ORG](mailto:DLATOUR@SWFD.ORG), or by telephone at 850-267-1298 or 3) by visiting [www.DemandStar.com](http://www.DemandStar.com). Obtaining the solicitation documents from any other source other than as stated above may result in obtaining incomplete and inaccurate information.

In these solicitation documents, the terms "solicitation" and "RFP" have the same meaning; The terms "proposal" and "response" have the same meaning; and the terms "District" and "Owner" have the same meaning.

The following attachments are included in this solicitation:

- A. Location Map
- B. Development Feasibility Assessment
- C. Reference Form
- D. Public Entity Crimes Statement
- E. Agreement for Professional Architectural Services including a draft Scope of Services and Insurance Requirements.

## **1.4 Questions and Communications**

Respondents to this solicitation or persons acting on their behalf may not contact any District employee or Board member concerning any aspect of this solicitation, except in writing as provided below. Violation of this provision may be grounds for rejecting a response.

All questions concerning this solicitation must be submitted in writing via electronic mail to [DLATOUR@SWFD.ORG](mailto:DLATOUR@SWFD.ORG) using "**RFP Question – Architectural Services**" as the subject line. Questions must be submitted on or before the deadline listed below. The District will not answer questions submitted in any other manner or questions submitted after the deadline.

## **1.5 Deadlines**

Deadlines for submitting questions and for submitting a response are provided in Section 1.6. If Respondent has questions or desires to propose a change to a term or condition of this solicitation or the contract included in this solicitation, Respondent must identify its request by submitting a question by email as instructed in Section 1.3. The District may not consider proposed changes to the contract after the question submittal deadline provided below and will only make changes to the contract if it determines that it is in the best interest of the District.

## **1.6 Addenda**

The District will post answers to questions and any revisions to this solicitation as written addenda on the District's web site at [WWW.SWFD.ORG](http://WWW.SWFD.ORG). The District may issue Addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation documents unless set forth in an Addendum that expressly modifies or supplements them. Respondents are responsible for reviewing the District's website to ensure they are aware of the latest Addenda, any changes to schedule, or other developments.

## **1.7 Procurement Schedule**

The following is the District's schedule for this solicitation. The District may modify the scheduled dates if it determines that it is in the best interest of the District and if that occurs, the District will provide any changes by posting an Addendum.

**Table 1—Procurement Schedule**

<b><u>Event</u></b>	<b><u>Date</u></b>
Post RFP on website(s)	January 8, 2025
<b>Deadline to submit questions</b>	<b>January 29 , 2025 at 4:00 PM</b>
<b>Responses Due</b>	<b>February 11, 2025 at 4:00 PM</b>
First Evaluation Committee Meeting	February 18, 2025 at 10:00 AM
Second Evaluation Committee Meeting (at the District' option, if needed to conduct interviews)	February 24, 2025 at 10:00 AM

### 1.8 Pre-Submittal Meeting

A pre-submittal meeting will not be conducted for this solicitation.

## Section 2 Agreement for Professional Architectural Services Including Insurance Requirements

The Agreement for Professional Architectural Services in **Attachment E** of this solicitation contains a draft Scope of Work and minimum insurance requirements that must be satisfied by the respondent. The response of the successful respondent will be incorporated into the Agreement with terms that are acceptable to the District in its sole discretion. By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in **Attachment E**. The District will consider requested changes to **Attachment E** only if they are submitted according to the directions in Section 1.3 above. The District will not consider changes to the Agreement after the deadline for questions unless it determines that a change is in the best interest of the District.

### Section 3 Submittal Process

Respondents shall provide a single electronic file in searchable PDF format not to exceed 20 MB file size of the response via email to [DLATOUR@SWFD.ORG](mailto:DLATOUR@SWFD.ORG). All responses must be delivered by the deadline provided in the Procurement Schedule in Table 1 and must state **"Response to RFP for Architectural Services"** as the subject line of the email. Alternatively, Responses may be delivered to the District Administrative Offices at 911 N. County Highway 393, Santa Rosa Beach, FL 32459 in an envelope or package that is sealed and clearly marked:

From: \_\_\_\_\_

(Name of Respondent)

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

\_\_\_\_\_

\_\_\_\_\_

Due Date: February 11, 2025

Due Time: 4:00 p.m. local time

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It is the Respondent's responsibility to confirm its submission has been received.

The District will not accept responses delivered other than as prescribed in this solicitation. If the response is delivered after the established deadline or is not submitted in the designated manner, it may be rejected as nonresponsive at the sole discretion of the District. The District reserves the right to reject all responses and not grant any award resulting from this solicitation. The District also reserves the right to waive nonmaterial irregularities and technicalities. If awarded, no contract will be formed between the Respondent and the District until a contract is executed by both parties.

As provided in subsection 119.071(1), Florida Statutes, sealed bids, proposals, or responses are exempt from public records disclosure until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

The District will not be liable for any expenses incurred in connection with the preparation of a response to this solicitation.

## **Section 4 Response Contents**

The response must be no more than 20 one-sided pages for all requested information excluding any section dividers plus no more than 2 pages for the transmittal letter excluding the attachment addressing legal matters. All pages must be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 11-point font size for text. The document must be formatted to allow double-sided printing.

### **4.1 Tab 1 - Transmittal Letter, Firm Profile, and Legal Matters**

Respondents must submit a transmittal letter on the respondent's letterhead. The letter is limited to 2 pages, with at least 1-inch margins and 11-point font. There is no page limit for the attachment concerning legal matters. It must be signed by a representative of the respondent's team who is authorized to commit the respondent to the obligations contained in the response. The transmittal letter must include the name, address, phone number, and email address for the respondent contact and must specify the respondent's signatory to any contract documents executed with the District. The letter may contain a very brief summary of the respondent's capabilities provided in the response.

The letter must provide a complete description of the firm including the following information:

- **General**  
Provide general information about the respondent, such as lines of business and service offerings, office locations, number of employees (professional and non-professional), years in business, and a statement that the respondent has the professional licenses required to perform the requested services.
- **Legal structure**  
Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify any persons (*e.g.*, shareholders, members, partners, and the like) who hold an interest of five percent or more.

**The transmittal letter must contain the following statement with a list of each**

**numbered addendum and the date it was issued.**

Addendum Acknowledgement

I acknowledge obtaining all addenda to this solicitation by completing the blanks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____
Addendum No. _____	Date Issued: _____

**Attachment addressing Legal Matters**

The letter must contain an attachment providing the following additional information pertaining to factors or events that have the potential to adversely impact the respondent's ability to perform its contractual commitments.

- **Material adverse changes in financial position.** Are there any material historical, existing, or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business? If so, list and describe.
- **Legal proceedings and judgments.** List and briefly describe any pending or past (within five years) legal proceedings and judgments concerning performance of respondent's services, and any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to the District. If no such proceedings or judgments are listed, provide a sworn statement to that effect from a principal of the firm or the firm's attorney.
- **Completion of contracts.** Has the respondent failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.
- **Violation of laws.** Has the respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.
- **Debarred from bidding.** Has the respondent been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by the federal government or by any state? If so, describe the circumstances.

If any of the above questions are answered in the affirmative, the respondent must: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the respondent's ability to perform its contractual commitments.

The respondent must notify the District of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected respondent, before executing a contract).



## 4.2 Tab 2 - Minimum Requirements and Forms

Respondent must demonstrate that it meets the minimum qualifications required for this solicitation by providing the following documents listed below. Some of the documents are provided as forms attached to this solicitation. No points will be awarded for this part. However, failure to complete and submit any of the required information may cause a respondent to be declared non-responsive and not be scored.

- a. Transmittal letter with all required information and acknowledgement of all addenda.
- b. Evidence that the respondent is authorized to do business in the state of Florida by providing a copy of the respondent's registration with the Florida Department of State, Division of Corporations showing that the status of the business is active.
- c. Copies of the professional licenses of the project manager and key personnel required by this solicitation. Respondent's Project Manager must be a Professional Architect licensed in Florida. All license information must be active and appear on the State of Florida Department of Business and Professional Regulation website for verification.
- d. A properly completed Public Entity Crimes Statement provided as **Attachment D**.
- e. Letters or Certificates of Insurance demonstrating that respondent has the insurance required under the contract provided as **Attachment E**.
- f. At least 3 client references using the form provided as **Attachment C** for projects meeting the requirements of this solicitation. Respondent must submit the reference forms under **Tab 5** of its response.

## 4.3 Tab 3 – Firm Qualifications

Describe the professional services that will be provided to the District to satisfy the requirements of this solicitation. This part should address the firm's experience and qualifications concerning design and construction of fire stations and public buildings to governmental entities including the following:

- Describe respondents' knowledge and familiarity with the professional services required for the Project, including architectural services, engineering services, preparing final plans and specifications, preparing cost estimates, preparing bid documents, providing assistance with procurement, reviewing and evaluating contract documents, interacting with contractors selected by the District, construction oversight, and providing other professional services as needed.
- Describe respondent's knowledge and familiarity with Federal, State, and local regulations, including environmental and land development regulations and building code regulations, which may be applicable to the Project.
- Describe respondent's knowledge and familiarity with regulatory staff of federal, state, and local government agencies that will require permits and authorizations for the Project.
- Describe respondent's knowledge of building standards and National, State, and local building criteria for the District's Project, including requirements under federal and state funding agreements.
- Describe respondent's ability and willingness to perform routine recurring coordination with the Chief, or his designee, in order to ensure that the Project's final product is consistent

with the District's needs and with the scope of the Project.

- Describe respondent's ability and willingness to provide periodic reports to the Board of Commissioners and other appropriate District staff on the status and progress of the Project.

#### **4.4 Tab 4 – Qualifications of Project Manager and Key Personnel**

##### ***Organization Chart***

Provide an organizational chart. Indicate specifically the members of the firm who will have primary responsibility for the District's contract (Key Personnel) and provide a resume for each one of them. For each Key Personnel indicate their responsibilities for this Project, their areas of expertise, and their reporting relationships. Indicate each team member's past role in design and construction of fire stations and experience with other team members on similar projects.

##### ***Respondent/other firms:***

- Identify any other firms (such as subcontractors and subconsultants) included on the Project Team along with the respondent and describe the scope of the respondent's and each firm's services and responsibilities throughout the Project. Include summary of qualifications and experience for all firms.
- Describe the respondent's approach to managing subcontractors and subconsultants. Associate this approach with your experience and reference projects.

##### ***Key Personnel***

- Identify all Key Personnel (and their firm affiliations) on the Project Team and describe their specific responsibilities throughout the Project.
- Provide resumes for all Key Personnel. Resumes must be limited to two pages per individual and include:
  - Academic and professional qualifications
  - Professional registration (as applicable)
  - Experience as it relates to the Project and to the individual's specified role on the Project
  - Job Classification
  - Area of Expertise
  - Employer
  - Office Location
- Describe how the Project Manager will ensure ongoing integration of respondent's personnel with District.
- Describe how the Project Team's qualifications and experience will benefit the District based on the respondent's Project approach.

#### **4.5 Tab 5 – Reference Projects**

The respondent shall submit descriptions of three reference projects the respondent worked on

during the last 10 years using the reference form provided in **Attachment C**. Respondents may include projects that are not yet finally completed but are well enough underway to demonstrate success.

Respondent shall describe the performance history and experience of the Project Team on similar projects including the experience with following: integration of new facilities into existing operations, managing change orders and other project adjustments, and construction delays due to weather, delay of materials or other situations and how you addressed them. Discuss respondents history of collaboration on the reference projects and how it contributed to the project's success.

#### **4.6 Tab 6 – Project Approach**

Describe respondent's approach for managing and performing the services. The project approach must address how the project will be organized, the services that would be recommended for the Project, and the approach to managing design and construction. Provide additional information that adds value to the District and benefits project delivery. Specifically address the following:

- Demonstrate the respondent's understanding of the Project objectives by describing your approach to address project technical requirements, mitigation risks, and associate your approach to previous experience implementing similar approaches.
- Define key issues and challenges critical to the Project's success and your approach to managing these elements and mitigating risks for project success.
- Identify innovative or alternative technical concepts that may enhance the ability to meet Project objectives.
- Discuss the respondent's approach to completing the Project in a timely manner, highlighting anticipated critical path activities. Identify opportunities to optimize project schedule with appropriate phasing, early equipment and/or construction packages, and any other methods.
- Describe respondent's approach to review of project costs to support the District's design-to-budget goals. Discuss your risk management process and approach to development of project cost contingencies.
- Describe respondent's approach to maintaining facility operations and coordinating with operations staff and management during construction, commissioning, startup, training, and acceptance testing.
- Provide a graphical representation of a typical schedule/timeline indicating major milestones and deliverables for a fire station similar in size to those within the District.

#### **4.7 Tab 7 – Current and Projected Workload**

Describe the current and projected workload of the firm and the Key Personnel. Describe how respondent intends to ensure proper and timely attention to the District's Project.

### **Section 5 Evaluation and Selection Process**

The District's Evaluation Committee ("Committee") will review the responses for compliance with the requirements of this solicitation and provide an evaluation of all responsive respondents. The

Committee’s evaluation of respondents will be based on the experience, expertise, and approach provided by the respondent in the submitted response according to the criteria provided below.

### 5.1 Review of Responses

**Responsiveness Review:** The District will only evaluate responses from responsive and responsible respondents. The District will review each response to determine whether it complies with the requirements provided in this solicitation, is timely submitted, and has the required signatures on each document as applicable. Failure to comply with these requirements may result in the District determining that the response is non-responsive.

**Responsibility Review including Past Performance:** The District will review the response to determine if the respondent is capable of performing the work. The District may review respondent’s past performance and prior dealings (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in respondent’s disqualification as non-responsible.

The respondent must notify the District of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected Respondent, before executing the Agreement).

Respondents must not provide costs or billing rates with their response. Fees and billing rates will be negotiated after a Respondent is selected as provided in Subsections 287.055(4) and (5), Florida Statutes.

### 5.2 Evaluation Criteria

The maximum score for this solicitation is 100. The District will consider the following criteria in alignment with the Response Contents set forth in section 4.

Criteria	Maximum Points
Firm Qualifications	20
Qualifications of Project Manager and Key Personnel	20
Reference Projects	20
Project Approach	30
Current and Projected Workload	10
<b>TOTAL</b>	<b>100</b>

### 5.3 Selection Process

**Scoring based on written responses.** Each member of the Committee will review the responsive and responsible responses according to the evaluation criteria and prepare preliminary scores. The Committee will hold a public meeting to discuss the responses and decide whether it will conduct interviews.

**No Interviews.** If the Committee determines that it will not conduct interviews, the committee

members will discuss and evaluate each respondent based on the evaluation criteria. Following the discussion, each committee member will score each Respondent. The District will then compile the scores to develop a list of ranked firms. At the meeting, the District will read the list of the top ranked firms and will promptly post the list on its website.

**Interviews.** If the committee decides to conduct interviews, it will have a discussion at its first evaluation committee meeting to short-list the firms that will be invited to proceed to be interviewed in a second meeting. The District may provide a format and interview questions in advance of the interviews. The purpose of the interviews will be to clarify – not modify – the RFP response and ensure a mutual understanding of the Scope of Work. As provided in section 286.0113, Florida Statutes, the interviews will be exempt from public meeting requirements but will be recorded. The recording will remain exempt until the District provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier. Following the interviews, the Committee will convene in a public meeting to discuss and score the shortlisted firms considering the discussion that occurred during the interview. The District will then rank the shortlisted teams for a final selection. No comments will be accepted from the shortlisted teams or the public during this meeting. The District will announce the list of firms in ranked order and will post the list on its website.

**Negotiation and Contract Formation.** Following the meeting(s), the District will begin to negotiate an agreement with the top-ranked firm in accordance with section 287.055(5), Florida Statutes. If the District is unable to negotiate a satisfactory agreement with the top-ranked firm, the District will terminate negotiations with that firm and will then undertake negotiations with the second ranked firm. The District will continue negotiations in accordance with section 287.055(5), Florida Statutes until an agreement is reached.

## **Section 6 Conditions for Respondents**

### **6.1 Rights of the District**

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the District reserves to itself (at its sole discretion) all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses received.
- Permit corrections to data submitted with any response.
- Hold meetings and interviews, and conduct discussions and correspondence, with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the understanding

and evaluation of the responses.

- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the District.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

## **6.2 Obligation to Keep Project Team Intact**

District expects all proposed Key Personnel to be available to provide services for this project. Respondents must ensure that all Key Personnel identified in the response remain on the project Team for the duration of the procurement process and execution of the services. Following announcement of the short list, Respondents must not substitute an individual filling a Key Personnel position, except in unavoidable circumstances. In such circumstances the Respondents must notify the District in writing, and the District may rescore, and re-rank, and thereafter decide whether the Respondent may continue to compete in the selection process.

The anticipated dates for award of the contract are set forth in Section 1 of this solicitation. Key Personnel must be committed to the project for the project duration. If extraordinary circumstances require a change, Respondent must identify the requested replacement and submit the replacement personnel's experience (resume) in writing to the District contact, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the firm's control. Unauthorized changes to the project team at any time during the procurement process may result in elimination of the Respondent from further consideration.

## **6.3 Notice of Decision and Protest Process**

Failure to file a protest within the time prescribed below, or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of the right to a proceeding.

### **6.3.1 Notice of Decision**

The Notice of all District decisions concerning a competitive solicitation or award will be posted on the District's website at [WWW.SWFD.ORG](http://WWW.SWFD.ORG) under "News and Notices" and also at the Fire District's Administrative Offices at 911 N. County Highway 393 Santa Rosa Beach, FL 32459.

### **6.3.2 Notice of Protest and Formal Written Protest**

By submitting a response to this solicitation, respondents agree to the process for filing a protest

set forth in these instructions. No time will be added to the time limits provided below for service by mail.

*a. Protest of terms, conditions or specifications of a solicitation*

With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

*b. Protest of the District's decision or intended decision*

Any person who is adversely affected by the District's decision or intended decision shall file with the District a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within 10 days after the date the notice of protest is filed.

### **18.3 Contents of Formal Written Protest**

The formal written protest must be printed or typewritten, and must contain:

- 1) The name and address of the person or firm filing the protest and an explanation of how the person or firm is adversely affected;
- 2) A statement of how and when the competitive solicitation, or notice of District decision or intended decision was received;
- 3) A statement of all disputed issues of material fact, and if there are none, a statement so indicating;
- 4) A concise statement of the ultimate facts alleged, as well as the rules or statutes which entitle the protestor to relief;
- 5) A demand for relief; and
- 6) Any other information material to the protest.

### **18.4 Filing**

All notice of protests and formal written protests shall be filed with the District Clerk at the Fire District's Administrative Offices located at 911 N. County Highway 393 Santa Rosa Beach, FL 32459 Monday through Friday, during normal business hours, excluding holidays. Filings may be submitted via hand delivery, U.S. Mail, or other delivery/courier service. Filings will not be accepted via email. A notice of protest or formal written protest is not timely filed unless received by the District within the prescribed time limit. Failure to file a notice of protest, if required, or a formal written protest within the time prescribed in these instructions shall constitute a waiver of all claims.

### **18.5 Protest Bond**

Any person who files an action protesting a decision or intended decision of the District, shall at the time of filing the formal written protest provide a bond payable to the District, in an amount

equal to 1% of the total base bid plus any alternate bids, or \$10,000, whichever is less. Failure to post the bond at the time of filing the written protest will constitute a waiver of a person's right to challenge the District's action.

### **18.6 Stay of Procurement**

Upon receipt of a formal written protest that has been timely filed, the bid solicitation or contract award process shall be stayed until the subject of the protest is resolved by final action by the Board of Commissioners, unless the Executive Director, with the concurrence of the Board, sets forth in writing particular facts and circumstances that require the continuation of the contract solicitation process through award without delay in order to avoid an immediate and serious threat or loss to the public health, safety, property, or welfare. The District will provide notice that a contract solicitation has been stayed either electronic mail or U.S. mail to all respondents.

### **18.7 Resolution of Formal Written Protest**

The Executive Director, or his or her designee, shall consider and investigate all written protests in a timely manner. The District will provide an opportunity for the protestor to meet with the Executive Director, or his or her designee, to resolve the protest by mutual agreement within seven (7) days, excluding Saturday, Sunday, and holidays, of receipt of a formal written protest. The District may grant extensions of time to conduct this meeting for good cause shown.

If the subject of a protest is not resolved pursuant to this meeting, the Executive Director shall state in writing that there was no resolution. The Executive Director will make a recommendation to the Board of Commissioners, and the Board of Commissioners will then make a final decision to either uphold the recommendation, reject the recommendation, and send it back for further action, reject all proposals, or do something other than what the Executive Director has recommended.

## **6.4 Florida Statutory Requirements**

1. Scrutinized Companies. By submitting a response to this solicitation, Respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.
2. Public Entity Crimes. Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the District if it becomes non-compliant. Respondent has provided a Public Entity Crimes statement with its response to this solicitation.
3. E-Verify. Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify



system to verify the work authorization status of all new employees. By submitting a response to this solicitation Respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.

4. Human Trafficking Affidavit. By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, respondent will submit an affidavit attesting to its compliance when it executes the contract with the District.
5. Responsible Vendor Determination. Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.
6. Public Records. Once opened, all responses will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the District issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT [RECORDS@SWFD.ORG](mailto:RECORDS@SWFD.ORG), OR BY MAIL AT THE FIRE DISTRICT'S ADMINISTRATIVE OFFICES LOCATED AT 911 N. COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459 OR BY PHONE AT 850-267-1298.**

## **Attachment A – Location Map**

## **Attachment B – Development Feasibility Assessment**

## Attachment C – Reference Form

### REFERENCE FORM

Respondent's Name: \_\_\_\_\_

Reference Entity: \_\_\_\_\_

Reference Contact Person: \_\_\_\_\_

Reference Address: \_\_\_\_\_

Reference Email Address: \_\_\_\_\_

Reference Phone No.: \_\_\_\_\_

Reference Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Respondent Project Manager: \_\_\_\_\_

Other Respondent staff who worked on this project:

Project Budget: \_\_\_\_\_ Actual Cost: \_\_\_\_\_

Date Project Commenced: \_\_\_\_\_

Scheduled Final Completion: \_\_\_\_\_ Actual Final Completion: \_\_\_\_\_

Description of Work Performed:

## Attachment D – Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1) This sworn statement is submitted to SOUTH WALTON FIRE DISTRICT 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 the individual signing this sworn statement: \_\_\_\_\_).

- 2) I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; OR
- b) 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.
5. I understand that a “person” as defined in Section 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

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binding contract and which bids or applies to bid on contracts 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.

6. 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 Administrative 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 THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_day of \_\_\_\_\_, 2023 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of the State of \_\_\_\_\_, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Name (Printed) \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)

My commission expires \_\_\_\_\_.

## **Attachment E – Agreement for Professional Architectural Services**

### **Agreement for Professional Architectural Services**

This Agreement for Professional Architectural Services is made by and between South Walton Fire District, an independent special district of the State of Florida existing and operating under Chapters 189, and 191 Florida Statutes (the District), and [\_\_\_\_\_] (Consultant), a [Florida \_\_\_\_\_ corporation] authorized to do business in the State of Florida.

#### **Background**

- A. The District desires to retain Consultant to design and oversee construction of the District project as described in the Scope of Services (“Project”).
- B. The District has selected Consultant in accordance with a competitive procurement process as described in Section 287.055, Florida Statutes and applicable Law.
- C. Consultant desires to provide the professional services required by the District as hereinafter defined.

#### **Terms and Conditions**

1. **Background and Exhibits.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Request for Proposals No. 2025-001\_\_\_\_ (the RFP) and the Consultant’s response to it on file with the District are also part of this Agreement.

Exhibit A – Scope of Services

Exhibit B – Compensation (including rates for professionals)

Exhibit C – E-Verify Affidavit

Exhibit D – Affidavit concerning Human Trafficking

2. **Definitions.** The following terms as used in this Agreement shall have the following meanings:
  - 2.1. Agreement – This written document, as it may be amended from time to time.
  - 2.2. Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.
  - 2.3. Project – The project described in the **Exhibit A**.
  - 2.4. Services – The services described in **Exhibit A**, as well as all obligations, duties and

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responsibilities required of Consultant under this Agreement. The term “Services” also includes all Additional Services which are subsequently authorized in writing by the District.

- 2.5. Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the District in a written amendment after this Agreement is executed.
- 2.6. Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by Consultant to perform or provide any portion of the Services required hereunder.
3. **Effective Date and Term.** This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for eight years unless it is sooner terminated in accordance with the procedures set forth herein.
4. **Compensation.**
  - 4.1. **Compensation for Services and Expenses.** For the timely and proper performance of the Services, the District shall pay Consultant the compensation set forth in **Exhibit B**. The District shall reimburse Consultant for expenses (other than expenses which are included in lump sum payment items) consistent with Section 112.061, Florida Statutes, provided Consultant submits appropriate documentation substantiating the expense and certifies that such claimed expense is true and correct as to every material matter. Consultant shall honor a claim for refund by the District if the reimbursement is more than the limits imposed in Section 112.061, Florida Statutes.
  - 4.2. **Accuracy of Rates and Unit Costs.** Consultant hereby certifies that the wage rates and other unit costs supporting the compensation are accurate, complete, and current upon the Effective Date of this Agreement. The District will adjust any compensation to be paid under this Agreement, both as set forth in **Exhibit B** or for any Additional Services authorized in writing by the District, to exclude any significant sums the District determines were increased due to inaccurate, incomplete, or noncurrent wage rates or other unit costs. The District may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.
5. **Consultant’s Representations and Warranties.** Consultant represents and warrants to the District as follows:
  - 5.1. **Conducting Business in Florida.** Consultant is duly authorized to conduct business in the State of Florida.
  - 5.2. **Authority.** Consultant has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity



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of Consultant.

- 5.3. Accuracy of Response.** All the information provided by Consultant in response to the RFP was true and accurate when Consultant submitted it to the District and has not materially changed as of the Effective Date of this Agreement.
- 5.4. Understanding of Agreement.** Consultant has familiarized itself with and understands this Agreement, the Project, the Services, the Law, the site, and all local conditions that may affect Consultant's performance of this Agreement, including Consultant's compensation and the performance or furnishing of the Services.
- 5.5. Discrepancies.** Consultant has reviewed all available information and data shown or indicated in this Agreement and has given the District written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the District's written resolution thereof, if any, is acceptable to Consultant.
- 5.6. Expertise.** Consultant has special expertise in the type of professional services to be provided under this Agreement and Consultant acknowledges that such representations were a material inducement to the District to enter into this Agreement with Consultant.
- 5.7. Valid Agreement.** This Agreement is a valid, binding, and enforceable obligation of Consultant, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Consultant except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.
- 5.8. Scrutinized Companies.** Consultant certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the District may terminate this contract if Consultant is found to be out of compliance with it. Consultant certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Consultant also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.
- 5.9. Public Entity Crimes.** Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Consultant nor any of its affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Consultant is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the District if it becomes non-

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compliant.

- 5.10. E-Verify.** Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and has provided an affidavit attached as **Exhibit C**. As required by subsection 448.095(5)(b), F.S. Consultant shall require any subcontractors to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the contract.
- 5.11. Affidavit concerning Human Trafficking.** Consultant has complied with section 787.06, Florida Statutes and has provided an affidavit attached as **Exhibit D**.
- 5.12. Truth-in Negotiation.** Consultant's execution of this Agreement constitutes a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting as required by subsection 287.055(5)(a), Florida Statutes. Consultant will continuously comply with subsection 287.055(5)(a), Florida Statutes and will adjust the original contract price and any additions thereto to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.
- 5.13. No Contingent Fees.** As required by subsection 287.055(6), Florida Statutes, Consultant represents and warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Consultant breaches or violates this provision, the District has the right to terminate this Agreement without liability and, at its discretion, to deduct from Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**6. Consultant's Responsibilities.**

- 6.1. Performance of Services.** Consultant shall perform the Services upon the terms and conditions set forth in this Agreement.
- 6.2. Changes.** Consultant shall immediately notify the District if anything changes regarding Consultant's representations and warranties contained in this Agreement.

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- 6.3. Resources.** Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.
- 6.4. Key Personnel.** Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the District. All key personnel shall be available to the Project on a full-time basis, except as otherwise expressly approved in writing by the District. Such key personnel are as follows:

**[Fill in these Blanks]**

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- 6.5. Objectionable Employees.** If at any time during the term of this Agreement the District notifies Consultant in writing that any of Consultant's employees or the employees of any Subconsultant are objectionable to the District, Consultant shall remove or have the Subconsultant remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.
- 6.6. Consultant's Representative.** Consultant shall designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver Consultant's policy and decisions related to the Services and bind Consultant with respect to any matter arising out of or relating to this Agreement.
- 6.7. Information Related to the Services.** Consultant shall obtain and review all information and data which relates to the Services or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.
- 6.8. Status Reports and Inspections.** Consultant shall routinely and continuously advise the District of the status of the Project, and the Services of Consultant. The District and its authorized representatives have the right to visit the site and Consultant's office at any reasonable time Consultant to inspect the Services or any of the drawings or documents of Consultant. Consultant shall maintain documents obtained or generated under this Agreement and make them available upon request by the District during the term of this Agreement and for three years after its termination. In addition to the documents and reports contemplated in **Exhibit A**, Consultant shall, at no cost to the District, deliver to the District copies of all other Project documents and or reports under Consultant's possession or control that the District may request from time to time.
- 6.9. Coordination with Others.** Consultant shall cooperate with other architects, engineers, consultants, construction contractors, and suppliers retained by the District

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and assist the District with the coordination of those various projects, work, and services. Consultant shall review all information and attend all meetings as shall be reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.

- 6.10. Laws.** Consultant shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.
- 6.11. No Discrimination.** Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Consultant shall not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.
- 6.12. Notice of Claims.** Consultant shall immediately notify the District if it becomes aware of any circumstances which may reasonably give rise to any claim against the District for Services performed under or related to the Services performed under this Agreement.
- 6.13. No Conflicts of Interest.** Consultant will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

**6. District's Responsibilities.**

- 6.1. Applications for Payment.** The District shall review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to the District by Consultant and shall inform Consultant of the District's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant.
- 6.2. District's Representative.** The District shall designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the District's policy and decisions pertinent to the Services.
- 6.3. Existing information.** Upon Consultant's specific request, the District shall cooperate in providing to Consultant, all existing and available studies, reports, surveys, and other information and data regarding the Project to the extent such items are in the District's possession and the District has actual knowledge of their existence and location. Despite any other provision of this Agreement, the District does not represent or warrant the

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accuracy or completeness of any such items, unless it is expressly noted otherwise in writing on such item.

**7. Change of Plan.**

**7.1. District's Right.** The District has the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part shall not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment shall be in writing.

**7.2. Remedies.** If the Services or Project is entirely or partly suspended for one or more periods of time Consultant will have no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, Consultant shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended shall be extended for the period of the suspension. If the cumulative total of such suspensions, excluding periods of suspension during the design phase, is 270 days or less, the extension of time shall be Consultant's sole remedy. If the cumulative total of such suspensions is more than 270 days, Consultant's sole remedy shall be to terminate this Agreement according to the provisions of paragraph 8.

**8. Termination of Agreement.**

**8.1. Termination for Convenience.** The District has the right to terminate this Agreement, in whole or in part without cause upon written notice to Consultant. In such event, Consultant's sole and exclusive recovery against the District will be limited to that portion of Consultant's compensation earned to the date of termination, together with any costs reasonably incurred by Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the District, including, but not limited to, anticipated fees or profits on Services not required to be performed. The District in its sole discretion shall determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause shall be effective upon delivery of written notice to Consultant.

**8.2. Termination for Cause.** Consultant shall be considered in material default of this Agreement and the District may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified in the Work Order Agreement, or (b) failure to timely and properly perform the Services required hereunder or as directed by the District, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by Consultant in conjunction with this Agreement, unless exempt under Florida law, or (f) any other material breach of this Agreement. In any such event, the District may terminate this Agreement, in whole or in part, by giving

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Consultant written notice. In the event of any such termination for cause, the District is not obligated to make any further payments to Consultant hereunder until such time as the District has determined all costs, expenses, losses and damages which the District may have incurred as a result of such default by Consultant, whereupon the District shall be entitled to set off all costs, expenses, losses and damages so incurred by the District against any amounts due Consultant hereunder. Termination for cause will be effective upon 14 days written notice to Consultant.

- 8.3. Violation by District.** If the District violates any provision of this Agreement, and if the violation continues for 60 days after Consultant has delivered written notice of the violation, then Consultant may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the District 14 days written notice of termination. In the event of any such termination by Consultant, Consultant's sole and exclusive remedies against the District will be limited to those set forth in paragraph 8.1 above.
- 8.4. Notice and Cure.** Despite the provisions of paragraphs 8.2 and 8.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven days of receipt, to correct its failure and proceeds diligently to cure such failure within thirty 30 days of receipt of the notice; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided the notice.
- 8.5. Remedies if no Default.** If, after termination of this Agreement as provided for in paragraph 8.2 above, it is determined for any reason that Consultant was not in default, or that its default was excusable or that the District otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.2, then such termination for cause shall be deemed to be a termination for convenience as described in paragraph 8.1 and Consultant's sole and exclusive rights and remedies against the District shall be the same as and limited to those afforded Consultant under paragraph 8.1 above.
- 8.6. Delivery of material after termination.** Within 10 days after any termination of this Agreement, Consultant shall deliver to the District all papers, drawings, models, and other material prepared by and for Consultant with respect to the Project and Services.

**9. Waiver.**

- 9.1. Acceptance of Final Payment.** Consultant's acceptance of final payment constitutes a full waiver of all claims by Consultant against the District arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the District shall be deemed to be an acceptance of defective or incomplete Services or waiver of any of the District's rights against Consultant.

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**9.2. Non-enforcement.** Non-enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

**10. Additional Services.**

**10.1. Notice to District.** If Consultant is of the opinion that any services the District directs it to perform are beyond the Scope of the Services under this Agreement, Consultant shall, within seven business days of such direction, notify the District in writing of its opinion. The District shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the District determines that such service does constitute Additional Services, it will provide extra compensation to Consultant based upon the rates and terms provided in **Exhibit B**.

**10.2. Project Schedule.** If, in the opinion of the District, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project schedule, the District may require Consultant to take whatever action is necessary, in the opinion of the District, to put the Services back on schedule. Such action shall not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of Consultant or its agents, employees and Subconsultants.

**10.3. Claims against the District.** In the event of claims by others against the District in connection with the Project or the Services, Consultant shall provide to the District such technical assistance that the District may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of Consultant, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

**10.4. Delays more than and less than 30 days.** Subject to the provisions of paragraph 10.2 above, Consultant shall not make any charges or claims for damages for any delays or hindrances of less than 30 days from any cause whatsoever during the progress of any portion of the Services. The District may compensate such delays or hindrances of less than 30 days by an extension of time as the District may decide. However, any such extension shall not operate as a waiver of any other rights of the District. The District will consider delays or hindrances that exceed 30 days and will determine whether any additional services are needed from Consultant unless such delays or hindrances were caused in whole or in part by Consultant, its employees, agents, or Subconsultants or because of a suspension of the Project or Services entirely or partly by the District. This paragraph does not apply to suspensions of the Project or Services by the District, which suspensions will be governed by paragraph 7.

**10.5. Audit.** If the District requires Consultant to provide it with an audit of its Project

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costs, such audit will not be considered Additional Services.

- 11. Assignment and Subconsultants.** Consultant shall not sublet, assign, or transfer this Agreement or any Services without the prior written consent of the District, which consent may be withheld in the District's sole discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all Subconsultants. Consultant shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between Consultant and Subconsultants shall be in writing, with a copy of such agreements to be provided to the District upon its request for same.
- 12. Indemnification.** Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. This provision is consistent with Section 725.08, Florida Statutes.
- 13. Prompt Payment Act.** The District and Consultant will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.
- 14. Non-appropriation.** The District's obligation to pay under this contract is contingent upon an annual budget appropriation by its board. The District's Board of Fire Commissioners may terminate or cancel this contract either in whole or in part at the end of each fiscal year period, without penalty, if it does not budget the required funds. This provision is consistent with section 287.0582, Florida Statutes.
- 15. Consultant's Insurance Requirements and Minimum Limits.**

  - 15.1. Insurance Required.** Consultant shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.
  - 15.2. Liability Insurance**

    - 15.2.1. General Liability**

      - a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the



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Agreement and Assignments issued hereunder.

- b) Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and \$2,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products Comp/Operations Aggregate	\$1,000,000

- c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on behalf of the District, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

**15.2.2.** Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

**15.2.3.** Automobile Vehicle Liability.

- a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.
- b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

**15.2.4.** Watercraft/Aircraft Liability. If Consultant's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

**15.3. Workers Compensation Coverage.** Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

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- a) Consultant and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The District requires Consultant and all the Subconsultants to voluntarily purchase this coverage.
- b) Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

**15.4. Professional Liability/Malpractice/Errors Or Omissions Insurance.**

- 15.4.1.** Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.
- 15.4.2.** If a claims; made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.
- 15.4.3.** To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**15.5. Additional Requirements.**

- 15.5.1.** Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to the District all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable until Consultant has delivered all such certificates to the District. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.
- 15.5.2.** Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the District, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of

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at least Class IX in accordance with the most current Best's rating. Consultant shall provide the District with financial information concerning any self-insurance fund insuring Consultant. At the District's option, a Best's rating or Self-Insurance Fund financial information may be waived.

- 15.5.3.** As evidence of the insurance coverages required by this Agreement, Consultant shall provide the District certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided.
- 15.5.4.** All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the District, its directors, officers, employees, representatives, agents, and volunteers. If the additional insureds have other insurance which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. Such insurance policies shall include or be endorsed to include a cross-liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.
- 15.5.5.** Deductible and self-insured retention amounts shall be subject to approval by the District, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.
- 15.5.6.** Approval of the insurance by the District shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by the District shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that the District does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Consultant's interests or liabilities but are merely minimums.
- 15.5.7.** Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with the District at least fourteen (14) days prior to coverage renewal.
- 15.5.8.** All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused, until at least thirty (30) days prior written

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notice has been given to the District and Consultant by certified mail. Consultant shall give notice to the District within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

- 15.5.9.** Except as provided below in paragraph 13.5.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this Agreement.
- 15.5.10.** Professional liability insurance shall continue in force until the end of one calendar year following the calendar year in which the completion of the Project is estimated to occur under the Project Schedule. The professional liability insurance policy shall be endorsed to provide for renewals through one (1) calendar year, or if the current policy is not renewed, to provide for an extended reporting period on the existing policy through one calendar year.
- 15.5.11.** Consultant shall, upon request by the District, deliver to the District a copy of each insurance policy purchased by Consultant as required in this Agreement.
- 15.5.12.** All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the District, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against the District with respect to any matter covered by any insurance maintained by Consultant.

**16. Insurance – General Requirements.**

**16.1. Protection from Claims.** Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

- 16.1.1.** Claims under workers' compensation, disability benefits and other similar employee benefit acts;
- 16.1.2.** Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

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- 16.1.3.** Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;
  - 16.1.4.** Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant, or any person employed by or subcontracted to Consultant;
  - 16.1.5.** Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
  - 16.1.6.** Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and
  - 16.1.7.** Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Consultant ownership use.
- 16.2. Coverage.** The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.
- 16.3. Contractual Liability Insurance.** The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Agreement that are covered by such insurance.
- 16.4. Subconsultants.** Consultant shall ensure that all Subconsultants procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Consultant in this Agreement unless the District agrees in writing, in advance of Consultant's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Consultant from requiring such insurance. Consultant shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

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**17. Standard of Performance.** Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services to be provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it has represented to the Authority that Consultant has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with Consultant. Consultant shall promote the best interest of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing.

**18. Project Documents and Data.**

- 18.1.** One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of the District or in the office of Consultant, shall be made available to the other party to this Agreement without expense to such other party. Additional copies shall be made available at the expense of the requesting party.
- 18.2.** All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are the property of the District without restriction or limitation of use, and shall be made available, upon request, to the District at any reasonable time. Consultant, at its own expense, may retain copies thereof for its files and internal use. Any use by the District of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from Consultant by the District shall be made at the risk of the District. However, this does not constitute a disclaimer of the professional liability of Consultant with respect to the original Services as used for the Project.
- 18.3.** All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall bear the endorsement of a person in the full employment of Consultant or duly retained by Consultant and duly licensed in the appropriate professional category.
- 18.4.** Consultant shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the District without cost to the District. No material prepared in connection with this Project will be subject to copyright by Consultant, all such copyrights being the property of the District. the District shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project. Any use of material or patents obtained by the District under this Agreement for any purpose not associated with this Project shall be at the risk of the District. In the District's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by the District for publicity, proper credit may be given to

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Consultant, provided the giving of such credit is without cost to the District.

- 18.5.** Consultant must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the District are present, without the District's prior written consent. Consultant shall not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the District's written consent, as all such rights are the property of the District.
- 19.** **Audit Rights.** Consultant shall keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, which ever date is later. the District, or any duly authorized agents or representatives of the District, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all Records of Subconsultants.
- 20.** **Public Records.**
- 20.1. Duty to Maintain and Provide Records.** Consultant shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Consultant shall be made available to the District upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.
- **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S PUBLIC RECORDS CUSTODIAN AT [RECORDS@SWFD.ORG](mailto:RECORDS@SWFD.ORG), OR BY MAIL AT THE FIRE DISTRICT'S ADMINISTRATIVE OFFICES LOCATED AT 911 N. COUNTY HIGHWAY 393 SANTA ROSA BEACH, FL 32459 OR BY PHONE AT 850-267-1298.**
  -
- 20.2. Post Contract Responsibilities.** Upon completion of this contract, Consultant shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the Consultant or shall transfer them to the District. If the Consultant transfers all public records to the District, Consultant shall destroy any duplicate public records. If Consultant keeps and

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maintains public records after completion of the contract, the Consultant shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District.

- 20.3. Exempt Records.** Consultant shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Consultant does not transfer the records to the District.

**21. Miscellaneous Provisions.**

- 21.1. Entire Agreement.** This written document shall constitute the entire agreement between the parties hereto and the Agreement shall not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the District and Consultant on the Project.
- 21.2. Successors.** the District and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.
- 21.3. No Third-Party Beneficiaries.** The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.
- 21.4. Applicable Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.
- 21.5. Notice.** All notices or other communications permitted or required under this Agreement must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each party.

**As to the District:**

South Walton Fire District  
911 N. County Highway 393



South Walton Fire District  
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Santa Rosa Beach, FL 32459

Attention: \_\_\_\_\_

Email #1: \_\_\_\_\_

Email #2: \_\_\_\_\_

Email #3: \_\_\_\_\_

**As to the Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email #1: \_\_\_\_\_

Email #2: \_\_\_\_\_

Email #3: \_\_\_\_\_

- 21.6. No Construction Against Drafting Party.** Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.
- 21.7. Communications.** The Consultant's communications with the District must be limited to the District's Fire Chief and staff designated by the Fire Chief. Communications with the District's Board Members are prohibited, except with the prior permission of the District's Fire Chief or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Consultant. This provision does not prohibit or limit contacts by or on behalf of the District Board Members with Consultant.
- 21.8. Interpretation.** All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend to and include all genders. Unless the context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 21.9. Headings.** The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.
- 21.10. Time is of the Essence.** Time is of the essence of this Agreement and each of its provisions.

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- 21.11. No Waiver.** Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.
- 21.12. Contest of District Decisions.** The District shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the District upon all such claims, questions or disputes shall be final and binding if not contested by Consultant in a written notice delivered to the District within seven days after Consultant's receipt of written notice from the District concerning such decision.
- 21.13. Survival.** All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.
- 21.14. Severability.** If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.
- 21.15. Independent Contractor.** Consultant is retained by the District only for the purposes and to the extent set forth in this Agreement, and its relationship with the District shall, during the term of this Agreement, be that of an independent contractor. Consultant shall have the discretion, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement, to select the means and methods of performing such services. In this regard, Consultant shall be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder ("Subconsultants") shall be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the District. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event shall the District be obligated to pay Consultant any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by the District. Furthermore, Consultant is responsible for paying all income and employment taxes, and the District shall not be responsible for collecting or paying withholding, FUTA, FICA or any other state or federal taxes.
- 21.16. Waiver of Jury Trial.** To the extent permitted by applicable law, Consultant and the District irrevocably waive any right to trial by jury in any legal

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**proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the District nor Consultant or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the District nor Consultant shall seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.**

*– The remainder of this page is intentionally blank. Signature page to follow. –*

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The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

**Consultant:**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**South Walton Fire District:**

**Attest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Legal Counsel

**Exhibit A**  
**Scope of Services**

**Design and Construction Oversight for Fire Station 6**

Consultant will provide professional architectural and structural engineering services needed for construction of Fire Station 6.

Professional services will include but are not limited to:

- architectural services
- engineering services (which may be provided under a subcontract)
- project planning and project management
- preparing architectural and engineering technical design plans and specifications;
- professional advice
- procurement assistance and bidding
- advice and assistance with selecting a project delivery method and contractor
- contract and project management before, during, and after construction
- construction supervision and inspection services (including document management);
- project close out
- other services as directed by District staff

Consultant will ensure compliance with material quality standards, construction standards, best interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects.

Project objectives and requirements include:

- Analyzing the Fire District's existing fire station building design, infrastructure, and mechanical systems to design the facility for current and future needs.
- Design interior and exterior spaces aimed at providing a facility for the District with a 20-30 year or greater life-expectancy while adhering to all applicable industry codes, standards, and best practices.
- Design of functional spaces throughout the center core of the facility including, but not limited to:
  - First Responder Living Quarters for at least eleven (11) responders who staff at least four (4) emergency response vehicles.
  - Gym/Workout Area(s)
  - Kitchen/Breakroom Facilities
  - Bathroom/Shower Facilities
  - Office Space(s)
  - Common Areas
  - Classroom/Training Room

The District may amend the Scope of Work of this Agreement to include subsequent stages of construction for Fire Station 6 as it may need in the future.

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**Exhibit B**  
**Compensation**

**TBD**

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Request for Proposals for Architectural Services

**Exhibit C**

**E-Verify Affidavit**

Subsection 448.095(5), Florida Statutes requires that Contractor, 1) register with and use the U.S. Department of Homeland Security's E-Verify system, (<https://e-verify.uscis.gov/emp>) to verify the work authorization status of all Contractor's employees and 2) require all subcontractors performing work under the Agreement with the District to use the E-Verify system.

**Affidavit**

I hereby certify that \_\_\_\_\_(Contractor) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees.

As required by subsection 448.095(5)(b), Florida Statutes, Contractor will require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavit for the duration of the contract.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title, Company name

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or Contractor, title of officer or Contractor) of \_\_\_\_\_ (name of Contractor company acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

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

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**Exhibit D**

**HUMAN TRAFFICKING AFFIDAVIT  
SECTION 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is \_\_\_\_\_ and I am over eighteen years of age.  
The following information is given from my own personal knowledge.

2. I am an officer or representative with \_\_\_\_\_, a  
non-governmental entity. I am authorized to provide this affidavit on behalf of \_\_\_\_\_  
\_\_\_\_\_.

3. The non-governmental entity, \_\_\_\_\_  
\_\_\_\_\_, does not use coercion for labor or services as defined in Section 787.06,  
Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Affiant)

STATE OF FLORIDA

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

Sworn to and subscribed before me by means of  physical presence or  online notarization,  
this \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ on  
behalf of \_\_\_\_\_  
\_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_  
as identification.

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

Name (Printed) \_\_\_\_\_

My commission expires \_\_\_\_\_.

(Printed typed or stamped Commissioned name of Notary Public)