

# **REQUEST FOR QUALIFICATIONS**

**Town of Melbourne Beach, Florida**

## **RFQ FOR CONTINUING PROFESSIONAL GENERAL PLANNER SERVICES**



## **A. GENERAL INFORMATION**

The Town of Melbourne Beach, Florida (the “Town”), is seeking qualification statements from qualified Firms to provide continuing professional general planner services.

The Town will receive sealed qualification statements at the location stated below not later than **2:30pm, June 5, 2026.**

Any submittal received after the above stated time and date will not be considered. It will be the sole responsibility of the Firm to have its submittal delivered to the Town of Melbourne Beach, Florida by U.S. Mail, hand delivery, or any other method available to him/her; however, facsimile, or electronic submittals will not be accepted. Delay in delivery will be the sole responsibility of the Firm. Submittals received after the deadline will not be considered.

**FIRMS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS FOR OTHER IMPORTANT INFORMATION REGARDING THE REQUEST FOR QUALIFICATION PROCESS, REQUIREMENTS AND EXHIBITS.**

The original RFQ submittal (**1 original, 5 copies and 1 electronic copy, CD, or thumb drive**) must be delivered to Town Hall in a sealed package, clearly marked on the outside, **RFQ Continuing Professional General Planner Services** and addressed to:

Town of Melbourne Beach  
c/o Marie Smith, Town Manager  
507 Ocean Avenue  
Melbourne Beach, FL 32951

Hand delivered Submittals are to be taken to the Clerk’s Office at the above address.

Original, sealed RFQ submittals must be accompanied by the following, which are provided herein:

1. Exhibit A – Contact Sheet
2. Exhibit B – Public Entity Crimes
3. Exhibit C – Drug-Free Workplace Certification
4. Exhibit D – E-Verify Statement
5. Exhibit E – Conflict of Interest

Failure to include the foregoing may result in rejection of the submittal.

## **B. INCURRING COSTS**

The Town is not liable for any costs incurred by the Firm in submitting a proposal in response to this solicitation. The cost to prepare the proposal and travel to interviews shall be the full responsibility of the Firm.

### **C. SUBMITTAL OPENING**

The submittal opening is public on the date and at the time specified on the submittal form. It is the Firm's responsibility to assure its submittal is delivered at the proper time and place of the submittal opening. Submittals which for any reason are not so delivered will not be considered.

### **D. PROPOSAL EVALUATION AND AWARD**

The responses will be evaluated in accordance with Florida Statutes Section 287.055, known as the Consultants Competitive Negotiations Act. Proposers may be invited to appear for interviews or be asked to further demonstrate their qualifications before the Town Commission for approval. The Town Commission will rank the three most qualified firms. Subsequent negotiations shall follow in accordance with the provisions of the Consultants Competitive Negotiation Act.

RFQ's must be submitted in accordance with the terms and conditions of this RFQ. Requests for additional information regarding this RFQ must be submitted in writing or email by 2:00 p.m. on May 8, 2026, to:

Town of Melbourne Beach  
c/o Marie Smith, Town Manager  
507 Ocean Avenue  
Melbourne Beach, FL 32951  
[TownManager@melbournebeach-fl.org](mailto:TownManager@melbournebeach-fl.org)

### **E. OVERVIEW OF THE SCOPE OF SERVICES**

In addition to the scope of services below, the Firm(s) may be asked to assist the Town in coordination meetings with other municipalities, regulatory agencies, developers, and applicants. The Firm(s) must have readily available the technical capabilities and in-house resources to provide the following services on a continuing basis:

1. Comprehensive Planning Services

The Firm(s) will help Town staff develop a new, updated comprehensive plan that will provide vision, goals, objectives, and policies to guide the Town's development and redevelopment for the next 20 + years. The plan will guide the Town Commission, Planning and Zoning Board, staff, developers, property owners, and residents on the appropriate approach to growth and redevelopment within the Town. The plan shall adhere to all applicable Florida State Statutes governing the required contents of the document.

Growth Management Plan (Future Land Use Map) amendments and/or revisions; Land Development Regulations updates and revisions; Comprehensive Plan analysis.

2. Comprehensive Plan Analysis

Ability to review the Town's Comprehensive Plan and recommend updates to Town staff to keep up with the Town's vision and goals. Create, review, and facilitate text amendments as directed by the Town. Firms must be able to conduct a Comprehensive Plan EAR report.

3. Land Use and Zoning Analysis

Prepare and/or review land use and zoning analysis to ensure the Comprehensive Plan and Land Development Regulations are kept current with growth and developments within the Town. Review development proposals and submissions to verify compatibility with the Town's requirements set forth in the adopted Land Development Regulations.

The Firm(s) will provide services on an as-needed basis for various local land development tasks including municipal code changes, zoning ordinances, code research, and form-based code amendments and other tasks as assigned.

4. Site Plan Review (including landscaping)

Review of site and landscape plans, including review for compliance with the standards of the Town's Land Development Regulations. Site plan review includes verification of compliance with all use, density, and supplement standards which may be imposed through the Town's Land Development Regulations or through other sections of the Town's Code or state laws and regulations.

5. Flood Plain Review

Advise the Town of any foreseeable issues within flood zones through site reviews and plan reviews. Ensure all proposed development/applicants within a given flood zone meet all local, state, and federal regulations.

6. GIS Services

Ability to provide GIS services in the form of a Future Land Use Map and/or Official Zoning Map to which Town staff will have access. This should also include property data in relation to Code Enforcement, site plans, special exceptions, variances, and other related applications or approvals.

7. Environmental Services

Ability to advise Town staff of any issues within wetlands and review plans to make sure they are in compliance with all local, state, and federal regulations regarding wetlands and conservation areas.

**F. EVALUATION CRITERIA**

Firms providing statements of qualifications will demonstrate their experience in providing a wide range of municipal planning services. Preference will be given to Firms who have completed planning services for municipalities in the State of Florida.

Statements of qualifications shall include the following information:

1. List of all firm employees, their qualifications and educational background, and their intended role in providing services to the Town.

2. List of firm's other current or recently completed projects or engagements within the past five (5) years for other public or private agencies.
3. List of at least three (3) client references including the client organization's name, contact person, telephone number(s), and valid e-mail address.
4. List the location of all offices (firm and sub-consultants) that would be involved in providing services to the Town. All other required items described in this RFQ.

An evaluation of the Firms will be conducted in accordance with the following guidelines. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluation, and each proposal will be evaluated in light of the following criteria:

- |   |           |
|---|-----------|
| 1. Firm's Qualifications                  | 25 points |
| 2. Firm's Experience and Past Performance | 40 points |
| 3. Firm's Resources and Equipment         | 10 points |
| 4. Firm's Current Workload                | 20 points |
| 5. Firm's Office Location                 | 5 points  |

**G. AWARD**

The award will be made to the Firm(s) that is determined to be the most qualified in accordance with the requirements based on a total score out of 100. The Town reserves the right, based upon its deliberations and opinion, to accept or reject any or all submittals. The Town also reserves the right to waive minor irregularities or variations to the specifications in the award process. The Town Commission will review all submitted proposals and will serve as the selection committee responsible for the evaluation, ranking, and selection of the Firm(s).

**H. INSURANCE REQUIREMENTS**

The Firm(s) shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the Town shall not be deemed or construed to have assessed the risk that may be applicable to the firm. The firm shall assess its own risks and if it deems appropriate, maintain higher limits and/or broader coverage. The firm is not relieved of any liability or other obligations assumed or pursuant to any agreement with the Town by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

The Firm shall carry the following limits of liability as required below:

Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

The insurance procured shall name the Town of Melbourne Beach as an additional insured on the comprehensive general liability insurance.

**I. PUBLIC INFORMATION**

All information contained in the proposals is public information, and as such will be handled in accordance with Chapter 119, Florida Statutes.

## **J. INDEMNIFICATION**

The parties recognize that the firm is an independent contractor. The firm agrees to assume liability for an indemnify, hold harmless, and defend the Town, its Commissioners, officers, employees, and agents from and against all liability and expenses, including reasonable attorneys' fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity or whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with an negligent act and/or deliberate act or omission of the firm, its officers, employees, agents, and subcontractors. The obligations contained in this provision will survive termination of the agreement and will not be limited by the amount of any insurance required to be obtained or maintained under the agreement. Nothing contained herein will be construed to be a waiver of any immunity or limitation of liability the Town may have under sovereign immunity or Section 768.28, Florida Statutes.

## **K. LOBBYING**

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Town Commissioner, the Finance Director, and/or any Town Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concluded upon the execution of the agreement. The Firm must not contact any Commission member during said black-out period. All questions and procedural matters must be directed to the Finance Director. The Town Commission and/or Finance Director may disqualify any solicitation response where any Commissioners, Finance Director, and/or Town Personnel have been lobbied in violation of the black-out period.

## **L. CONTRACT**

The award to the successful firm shall be contingent upon a mutually acceptable and duly executed Agreement between the successful Firm and the Town. The Town shall not have any obligation to any respondent unless and until a contract has been negotiated and executed with the respondent. This RFQ does not guarantee the inclusion of any particular terms within the contract, nor does it identify all matters that must be included in the contract. The contract must be in compliance with federal, state, and local requirements applicable to such contracts.

The anticipated term for any contract is anticipated to be for an initial term of three (3) years with an option to extend the contract an additional two (2) years.

## **M. LOCAL, STATE, AND FEDERAL COMPLIANCE**

Submitting Firms must comply with all local, state, and federal directives, orders, and laws as applicable to the RFQ.

## **EXHIBITS**

<b>EXHIBIT “A”</b>	<b>Contact Sheet</b>
<b>EXHIBIT “B”</b>	<b>Public Entity Crimes</b>
<b>EXHIBIT “C”</b>	<b>Drug-Free Workplace Certification</b>
<b>EXHIBIT “D”</b>	<b>E-Verify Statement</b>
<b>EXHIBIT “E”</b>	<b>Proposer Acknowledgements and Agreements</b>
<b>EXHIBIT “F”</b>	<b>Conflict of Interest</b>
<b>EXHIBIT “G”</b>	<b>Non-Collusion Affidavit</b>
<b>EXHIBIT “H”</b>	<b>Disputes Disclosure</b>

**EXHIBIT "A"**

**CONTACT SHEET**

**Name:** \_\_\_\_\_

**Federal Taxpayer ID:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, & Zip Code:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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

**Accounting Contact:**

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

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**EXHIBIT "B"**

**SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),  
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. 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 proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. 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.

7. 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 the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted FIRM list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted FIRM list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted FIRM list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**EXHIBIT "C"**

**DRUG-FREE WORKPLACE CERTIFICATION**

The below-signed INDIVIDUAL/FIRM certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

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

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

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

NAME (TYPED OR PRINTED): \_\_\_\_\_ TITLE: \_\_\_\_\_

**EXHIBIT “D”**

**E-VERIFY STATEMENT**

**Bid/Proposal Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

I/FIRM acknowledges and agrees to the following:

I/FIRM shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and
2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

**Individual/Company/Firm:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

**EXHIBIT “E”**

**CONFLICT OF INTEREST STATEMENT**

This sworn statement is submitted with Bid, Proposal or Contract for \_\_\_\_\_.

This sworn statement is submitted by (entity) \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ ( If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: \_\_\_\_\_.)

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

1. The above-named entity is submitting a Proposal for the Town of Melbourne Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity’s submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity’s ownership or management is presently applying for an employee position or actively seeking an elected position with the Town of Melbourne Beach.

8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Town of Melbourne Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the Town of Melbourne Beach.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and is personally known to me, or has provided. \_\_\_\_\_ as identification.

\_\_\_\_\_  
My Commission expires:  
\_\_\_\_\_  
Notary Signature