

**CONTINUING A/E SERVICES –
PANAMA CITY BEACH UTILITIES DEPARTMENT FACILITIES
NOTICE OF REQUEST FOR QUALIFICATIONS**

The City of Panama City Beach (the City), under the provisions of Section 287.055, Florida Statutes (the Consultant's Competitive Negotiation Act), hereby gives notice that a Request for Qualifications for professional services is invited from qualified architectural and engineering firms or teams to provide continuing architectural and engineering design services related to the ongoing development and rehabilitation of Utilities Department facilities of the City of Panama City Beach City. Statements of Qualification (SOQ) will be received by the Utilities Director's Office located at 116 South Arnold Road, Panama City Beach, FL 32413 until 2:00 PM (CST) on January 6, 2020. Submittals will be publicly opened and receipt acknowledged immediately thereafter. The qualifications and other information should be submitted in strict compliance with the directives provided in the RFQ. City is under no obligation; either express or implied, to reimburse responding firms for any expenses associated with preparation and submittal of the Statement of Qualifications in response to this request.

Statements of Qualification (SOQ) shall be submitted in a sealed envelope or box, plainly marked with respondent's name, address, date, time of SOQ deadline and titled "**Continuing A/E Services – PCB Utilities Department Facilities**". Eight (8) copies shall be submitted.

DESCRIPTION OF WORK: As City needs and financial conditions permit, provide planning, design and construction administration services for construction, rehabilitation or renovation of the Utilities Department buildings located at various locations within the utility service area. Proposed tasks generally include, but are not limited to:

1. Design of a new approximately 1,550 s.f. Conservation Park Meeting/Office Building that mimics the architectural theme of nearby structures;
2. Preparation of plans/specifications related to re-roofing projects for various buildings and structures in the Utilities Department; and
3. Preparation of plans/specifications related to renovations/improvements for various City Utilities Department buildings, where the projects meet one of the following criteria:
 - a. related to City Utilities Department construction projects for which construction costs do not exceed \$4,000,000, or
 - b. for specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$500,000, or
 - c. related to City Utilities Department facilities and improvements which are included in the then current Five (5) Year Capital Plan.

Tasks explicitly excluded from this RFQ are A/E services for facilities within the confines of the City's 40 acre future wastewater treatment facility site located west of Griffin Blvd.

The City envisions entering into one Continuing Contract for Services (four (4) year initial term with one potential four (4) year renewal term) with the successful firm or team, with specific task authorizations for each proposed component listed above being negotiated and approved by the City on an as-needed basis. Initially, the City envisions authorizations for the first two listed task items. Other task authorizations for subsequent or related items may follow at later dates, but no task is guaranteed. The City is under no obligation, either express or implied, to contract for design or construction of any of the proposed components. Authorized design tasks may also include site work, including without limitation, utility services, drainage, stormwater attenuation and treatment, access, landscaping, irrigation and signage, and additional parking where required.

RFQ documents are available to the prospective Architect/Engineering Firm at the Public Services building, 116 South Arnold, Panama City Beach, FL 32413, and may be examined or obtained at this address on or after December 14, 2020. All formal inquiries regarding this RFQ should be directed in writing to Al Shortt, Utilities Director, via email to his administrative assistant Leah Bailey, lbailey@pcb.gov.

The City reserves the right to accept or reject any and all SOQs in whole or in part, to waive informalities in the RFQ documents, to obtain new SOQs, or to postpone the opening of SOQs, or if unable to negotiate a satisfactory contract to terminate all negotiations under the RFQ and proceed by whatever appropriate means it may elect. Each Statement of Qualifications shall be valid to the City for a period of ninety (90) days after opening.

The City of Panama City Beach is an Equal Opportunity Employer.

NOTICE TO PUBLISHER: This legal ad to appear on December 14 and December 21, 2020

Please forward the original "Proof of Publication" and the invoice to:

Panama City Beach Utilities Department
Attn: Leah Bailey
116 South Arnold Road
Panama City Beach, Florida 32413

INSTRUCTIONS FOR ARCHITECT/ENGINEERING FIRMS

General:

It is the intention of this Request for Qualifications (RFQ) to find an experienced and qualified Architect/Engineering Firm (Firm) that is capable of designing and overseeing the construction/renovations of various projects owned or operated by the Panama City Beach Utilities Department over a period of years. The Architect/Engineering Firm or team (either a “firm” or a “team”) shall be responsible for, on a specific task authorization basis, provide building designs with associated sitework (if requested) including permitting, complete set of plans and specifications, and all other work required in the task authorization. The design will be reviewed and approved by the City Project Manager in coordination with the facility users.

The City will negotiate a Continuing Contract for Services (four (4) year initial term with one potential renewal term) with the successful firm or team, with specific task authorizations for each proposed component listed above being negotiated and approved by the City on an as-needed basis.

RFQ documents are on file at the Public Services building, 116 South Arnold, Panama City Beach, FL 32413. They may be examined at the above address or copies will be provided to Architect/Engineering Firms on or after December 14, 2020.

SOQs shall be submitted in a sealed envelope, plainly marked with Architect/Engineering Firm’s name, address, date, and time of SOQ opening and RFQ number for the **Continuing A/E Services - PCB Utilities Department Facilities**.

The OWNER may waive any informalities or minor defects or reject any and all STATEMENTS OF QUALIFICATION. Any SOQ may be withdrawn prior to the SOQ opening. Any SOQ received after the time and date specified shall not be considered. No prospective Firm may withdraw a SOQ within 90 days after the actual date of the opening. Should there be reasons why the Firm cannot be selected within the specified period; contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the prospective Firm.

Addenda:

Prospective firms shall direct any questions or SOQ defectives in writing to Al Shortt, Utilities Director, via email to his administrative assistant Leah Bailey, lbailey@pcb.gov. All questions and defectives shall be submitted at least ten (10) calendar days prior to the submittal date. If the City believes a response will be helpful, the City will issue a written summary of the question or suggested defect and answers as an addendum to this Request for Qualifications.

Non-Responsive Firms:

Firms found to be non-responsive shall not be considered. SOQs may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A SOQ may be found to be non-responsive by reasons, including but not limited to, failure to utilize or complete

prescribed forms, incomplete SOQs, indefinite or ambiguous SOQs, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of SOQs include evidence of collusion among firms, obvious lack of experience or expertise to perform the required work, submission of more than one SOQ for the same work from an individual, firm or corporation under the same or a different name, the same Architect/Engineering Firm or Architect is identified in more than one SOQ, failure to perform or meet financial obligations on previous contracts or employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

SOQs will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Architect/Engineering Firm Certifications:

All Architect/Engineering Firms, to include sub-consultants (surveying, geotechnical, etc.), shall have the following certifications and qualifications.

1. **Local business license, if applicable**
2. **Florida architectural/engineering license**
3. **Individual Florida professional license**

Statement of Qualification Submittal Requirements:

Each Firm being considered for this project is required to submit a Statement of Qualifications (SOQ). The SOQ shall include sufficient information to enable the City to evaluate the capability of the design team to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All submittals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size.

SOQs should be stapled together or bound with comb binding. SOQs submitted in 3 ring binders will not be accepted. Submit eight (8) copies of the SOQ to:

Al Shortt, Utilities Director
City of Panama City Beach
116 South Arnold Road
Panama City Beach, Florida 32413

The SOQs must include the following items:

1. PUR 7068 Public Entity Crime Form
2. Form of Drug Free Workplace
3. Business, architectural and professional licenses for all team members including subconsultants.

4. Project Organization – the list shall only include personnel that will work on the projects. The Architect(s) in charge of the project tasks 1. and 2. shall be clearly indicated along with all team members supervised by this individual.
5. SF 330 – for Architect/Engineering Firm and all subconsultants. The SF 330 Section E shall only include personnel that will be working on the project. Section F “Example Projects Which Best Illustrate Proposed Team’s Qualifications for This Contract” shall only include similar project(s).
6. Approach and understanding of the project. This should be a narrative description and any applicable illustrations to show that the firm understands all elements of the project, to include but not limited to: site conditions, building basic configuration, space usage, desired aesthetics, project coordination responsibilities, permitting, total quality control of design, design submittal to include specifications and construction sequence, etc. Narrative shall also discuss the firms experience with working with a construction manager.
7. Change order history showing dollar amounts and time extensions over past 3 calendar years for all projects designed or engineered or administered, or any combination thereof.
8. Current workload and ability to incorporate this project into workload.
9. Project Schedule – The schedule should assume a Notice to Proceed date 90 days after the SOQ opening date.
10. Evidence of professional liability insurance and of the ability to obtain project specific aggregate, annual coverage as required by the Risk Management Requirements.
11. Three unrelated projects/owners as references, including name and address of principal, name and telephone number of contact, and brief description of the project and the firm’s involvement in it.

The Architect/Engineering Firms may not change team members and subcontractors at any time after submittal opening from what was presented in their SOQ unless approved by the City.

Evaluations of Qualifications:

The qualification statements will be rated and ranked by the City in order of recommended selection. The first firm selected shall be the number one (1) firm recommended, the second firm the number two (2), and the third firm the number three (3).

Qualifications will be evaluated using the following criteria:

1. Familiarity and experience of the firm with providing relevant architectural/engineering design and construction administration services in other similar size and types of projects.
2. Qualifications and experience of the assigned personnel in other similar size and types of projects.

3. Ability to perform services on time and within budget.
4. Experience and knowledge of the physical environment of the City, or similar area.
5. Ability to provide all required services and assimilate additional workloads.
6. Firm's major claim and litigation history for past five (5) years.
7. Any other information included within or developed from the firm's response. By submitting an SOQ, a firm will acknowledge that the City may conduct inquiries into the background and experience of the firm.

Selection Procedure:

1. All qualification statements will be reviewed by a review committee (the Committee) composed of four or five members as designated by the City Manager.
2. The Committee shall review each SOQ to ensure it meets the requirements of this RFQ.
3. The Committee may conduct interviews with all or certain selected Interested Firms, as the Committee deems appropriate and in the City's best interests.
4. The Committee, shall then identify and develop an initial recommended ranking of at least three (3) of the responding firms, in order of preference, who are deemed to be the most highly qualified to perform the required professional services. The Committee will make the selections primarily on the basis of the response to this SOQ and any further information received from respondents if interviewed. Although information additional to that requested in this SOQ may be provided by respondents, any consideration of this information shall be at the discretion of Committee. The City Manager will present the Committee recommendations to the City Council. The City Council will then be requested to review the Committee's recommended ranking and make a final decision on the ranking.
5. The City will negotiate a Continuing Contract for Services (without a fixed term) and subsequent design task authorizations with the top ranked firm for professional services at a compensation the City determines is fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the first ranked firm, negotiations will be terminated with that firm and negotiations then will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with the second most qualified firm, negotiations with that firm will be terminated and negotiations then will be initiated with the third most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City may select additional firms and continue negotiations until a satisfactory contract is reached, or it may terminate all negotiations under this RFQ and proceed with the Project by whatever other appropriate means it may elect.
6. The negotiated Continuing Contract for Services, and all subsequent design task authorizations, shall be presented to the City Council for final approval. Subsequent

specific design task authorizations will be negotiated for each component of the City Hall Administrative Campus redevelopment program which the City, in its sole discretion, may choose to pursue.

7. The terms and conditions of each task order authorized under the Continuing Contract for Services may be either based on a fixed price, percent of construction, or hourly rates plus expenses. The City will be the sole arbiter on which method of compensation will be used on any individual task authorization. The Architect/Engineering Firm's negotiated fee is to be for completing the scope of work detailed in authorized task order. Prior to being awarded the Continuing Contract for Services, the winning firm must provide proof of insurance that meets the Risk Management Requirements included with this RFQ.

PROJECT SCOPE, GOALS and REQUIREMENTS

The following specification of SCOPE, GOALS and REQUIREMENTS are included for the limited purpose of giving interested firms a general concept of the City's current intentions for the project and a preview of selected, but not all, terms and conditions which the City intends to include in a Continuing Contract for Services with the successful firm. During negotiations the City may remove, made additions to or modify any of the following specifications. The purpose of this solicitation is to seek SOQ from interested and qualified firms; the purpose of the following specifications is merely to give potentially interested firms a general idea of the City's plans and requirements.

General Scope :

Task 1 Authorization Scope

1. Conservation Park Meeting/Office building:
 - a. Review existing preliminary concept sketches attached as Exhibit
 - B. Determine City needs for the building and make recommendations for most efficient use of the building
 - b. Develop building floor plan and elevation renderings for City approval prior to initiating final design documents
 - c. Develop full construction bid documents and specifications with reviews at 60%, 90% and final submittals
 - d. Assist City in bid process and provide services during construction to ensure contract requirements are being met by the contractor
 - e. Perform final construction contract compliance inspections and prepare Certificate of Substantial Completion.

Task 2 Authorization Scope

2. Facility Re-roofing:

- a. 22 building roofs were evaluated in 2020 with recommendations to replace 8-10 over a multiple year schedule
- b. Roof types will generally be a single ply, built up roof, or modified-bitumen roof
- c. Quantity of roof projects annually will be a function of roof condition and available budget funds.

Other tasks may include preparation of plans/specifications related to renovations/improvements for various City buildings, where the projects meet one of the following criteria:

- d. related to City Utilities Department construction projects for which construction costs do not exceed \$4,000,000, or
- e. for specific engineering projects or study activities when the fee for such professional engineering service does not exceed \$500,000, or

related to City facilities and improvements which are included in the then current Five (5) Year Capital Plan.

Building design shall consist of all facilities necessary to meet the needs of the City and public to include but not limited to civil, structural, MEP, IT, and security design and specifications. All City buildings and facilities shall be designed as essential facilities (Category IV).

Site work is expected to be limited, particularly with the Conservation Park Meeting/Office building, but may include drainage, stormwater, vehicular and pedestrian access connections, surface parking, utility services, signage, landscaping and irrigation.

The successful firm shall be responsible for preparing complete and competent applications for all applicable building and environmental permitting of all components of every phase or task of the project - federal, state and local – and assist the City with all responses. The City will be the applicant and pay permit fees.

The successful firm shall be responsible for coordinating input from responsible and affected City staff and users. Upon the City’s request, the successful firm may become responsible for organizing and facilitating public presentations and analysis of public input.

The initial project construction budget is approximately \$350,000 for completing the Conservation Park Meeting/Office building. Very minor sitework and utility connections are anticipated. The complete design and specifications are to be completed within 15-80 calendar days after execution of the Continuing Contract for Services and initial task authorizations. An additional \$175,000 is budgeted for the re-roofing of various Utilities Department facilities, with additional re-roofing projects planned over the following two years. The City will always reserve the right to change priorities, eliminate tasks, add tasks, or otherwise modify the scope provided that the firm is equitably paid for work performed prior to modification. In brief, the City anticipates the project will naturally evolve as time passes and available resources change.

Project Goals:

- 1. Good teamwork between City staff, the users, and Architect/Engineering Firm’s team.
- 2. A high quality project when completed.
- 3. Continued implementation of the Utilities Department capital improvement plan where that plan requires services under the proposed Continuing Services Contract.

4. Functional, aesthetically pleasing facilities that will meet the needs of the Department and provide efficient service to users.
5. Develop well designed improvements that exceed user requirements and expectations.

Project Requirements:

General:

The City is looking for an Architect/Engineering Firm with experience in designing and administering construction of governmental/commercial buildings with an estimated value of \$2 million or less each, two of which shall be governmental facilities similar in nature to those contemplated in this RFQ. The Architect/Engineering Firm must have been the principle firm in charge of the design and administration of construction of similar facilities. The design team shall be responsible for complete design including surveying, verifying existing site conditions, geotechnical investigations, permitting, coordination with other agencies, engineering plans, construction drawings, technical specifications, and all other work associated with complete design of the buildings approved in each task authorization. The City shall pay for all permit fees.

The design shall be reviewed and approved by the City Project Manager or his designee at the conceptual/schematic, 30%, 60%, 90% and final design phases. The design for contemplated Task 1 shall be completed within 150 days of the Notice to Proceed date.

Performance Standards:

The design shall be consistent with all federal and state standards. Given the City's proximity to the Gulf of Mexico, each facility shall be designed as an essential facility (Category IV) for increased hurricane survivability. Wind and debris impact resistance shall be considered. The project shall be designed and constructed in accordance with the following standards:

- **Latest addition of the Florida Building Codes to include all appropriate ADA requirements.**
- **FDEP Rule 62-346 Environmental Resource Permitting in Northwest Florida.**
- **City of Panama City Beach Land Development Regulation.**

Surveying:

All survey work required for the projects shall be the responsibility of the Architect/Engineering Firm and will be reviewed by the City Project Manager as part of the design submittal process.

Geotechnical Services:

The design team is responsible for identifying and performing any geotechnical investigation, analysis, and design dictated by the project needs. Geotechnical work and findings shall be documented in a report, and a signed and sealed copy provided to the City Project Manager.

Threshold Inspection (Not Required):

Utility Coordination:

The Architect/Engineering team is responsible for all utility coordination, which includes but is not limited to:

1. Ensuring that utility coordination and design is conducted in accordance with the City's standards, policies, procedures, and design criteria.
2. Identifying all existing utilities and coordinating any new installations.
3. Scheduling utility meetings, preparing and distributing minutes for all utility meetings, and ensuring expedient follow-up on all unresolved issues.
4. Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.
5. Identifying and coordinating the completion of any City or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
6. Resolving utility conflicts.
7. Incorporating utility plans in the construction plans.

Meetings:

The City will chair the Kickoff Meeting. Subsequent to that meeting, the A/E team shall be responsible for scheduling, organizing, preparing agendas for, running (chairing) and recording all meetings necessary for design, as well as preparing and distributing meeting minutes. Meetings to be held include, but are not limited to:

- Project Kick-off meeting with City Staff
- Design Review meetings with City Staff at the conceptual/schematic, 30%, 60% and 90% phases of design
- Meetings with Key Stakeholders, and other agencies as necessary to determine user requirements
- Coordination meetings with Utility Companies, Permitting Agencies, etc.
- Pre-Bid Meeting
- Monthly Design Progress Update Meetings

Construction Plans and Specifications, Preparation, Review, and Approval:

Plans related to building construction or renovations shall be submitted to the City Project Manager for review and coordination at the conceptual/schematic, 30%, 60% and 90% phases of design. Three (3) copies of the plans shall be submitted for each phase, all on D-size paper. Specifications shall be provided as a Table of Contents list with the 60% plan submittal, with full specifications provided with the 90% submittal. Any MEP and structural drawings to be included in the final work product shall be included beginning in the 60% submittal. The plans and specifications shall be submitted a minimum of 15 working days prior to the corresponding design review meeting with City staff.

The final set of plans and specifications shall be signed and sealed by the Architect/Engineering team's Architect in responsible charge of design. Two (2) signed and sealed copies of the final

plans shall be submitted to the City Project Manager on D-size paper. Additionally, a digital set of final plans shall be submitted on digital media acceptable to the City in .pdf and .dwg file format to the City Project Manager. The specifications shall be submitted to the City Project Manager with the 90% plans. Additional sets of 100% plans and specifications will be required by the City Planning and Building Department for the Development Order application.

A reproducible copy of plans and specifications releasable for bidding shall be provided to the City.

Design Documentation and Computations:

The design team shall submit with the final plans the design notes and computations to document the design conclusions reached during the development of the construction plans. The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11".

The design notes and calculations shall include, but are not limited to:

1. Design standards used for the project
2. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

Progress Reporting:

On any authorized task, the design team shall provide a written monthly progress report and updated project schedule each month on or before the last work day of the month to the City Project Manager, describing the work performed during the month and any items of concern. In addition to the monthly report the Architect/Engineering Firm shall host progress meeting to discuss 30%, 60%, 90% and final submittals at a location to be determined by City staff.

Design Information provided by the City:

The information will be provided along with the request for qualifications package:

- **Conceptual (staff drawn) floor plan and location drawing for the proposed Conservation Park Meeting/Office Building. See Exhibit B. The floor plan is an idea and not firm.**

Permitting:

The design team shall be responsible for identifying all required development orders, building permits, regulatory permits, preparing complete permit application packages and obtaining the permits. The City will pay all permit application fees. The design team shall act as the City's authorized representative for permitting purposes only. If any agency rejects or denies the permit application, the design team shall be responsible for making the changes necessary to ensure

the permit is approved. The City recently completed the a parking expansion project at Conservation Park and anticipates the Meeting/Office Building site will be considered as a “pad site” without requiring regulatory site permits. Any fines levied by permitting agencies shall be the responsibility of the design team. Limited site and utility engineering will be required. The design team shall verify as part of its scope.

Any requests by the Firm for extension of contract time due to permitting delays must be submitted in writing to the City Project Manager. The City Project Manager has the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the City Project Manager unless the Firm clearly establishes that it has continuously from the beginning of the project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts.

Clarification and Conflict Resolution Procedures:

The resolution of issues/problems during design will be processed in the following way: If the resolution does not change the original intent of the SOQ, the Continuing Contract for Services and the applicable task order, then the Architect of Record will be responsible for developing the design solution to the issue/problem and the City Project Manager will be responsible for review and response within 10 working days. The City Project Manager will have the final authority on all design and construction decisions. Questions may be expressed verbally and followed up in writing. The design team shall provide any available supporting documentation. If the resolution changes the original intent of the SOQ, the design team shall submit the proposed resolution in writing to the City Project Manager. The City Project Manager will review and process the proposed resolution as a claim and/or change order.

Construction Engineering and Inspection (CEI) Services:

The City shall provide daily visits during the normal work week by construction observers to document work activities and progress.

During construction, the Architect/Engineering Firm shall review the installation of materials not less than once a week, and more often during periods of critical construction where work could be later covered or not visible for routine scheduled inspections. The review is to assure that the contractors are installing specified materials in the manner of which it is intended. Reviews are to be conducted by architects/engineers, or delegated staff, competent to review work of trades engaged in the construction at that time. Report any deficiencies in writing to the designated City employee.

Material Submittals & Shop Drawings:

During construction, the Architect shall be responsible for the approval of all material submittals and Shop Drawings. Shop Drawings shall be submitted to the Architect and shall bear the stamp and signature of the Specialty Engineer. The Architect will review the Shop Drawing(s) to evaluate compliance with project drawings and specifications and provide any findings to the City. The City will review the records of the Architect to assure that the Architect has both accepted and

signed the submittals. It will be the Architect's responsibility to notify the City of any specification or drawing changes that create a need for drawing or specification changes. The City's review is not meant to be a complete and detailed review.

Component submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the component submitted for review

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PUR7068 - Public Entity Crime Form

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, 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

_____ by _____
for _____

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 Paragraph 287.133 (1)(g), Florida Status, 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. In understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without and adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 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 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 Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
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, share holders, 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 Office 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 vender list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

Personally known _____ OR produced identification _____

Notary Public- State of _____

My commission expires _____
[printed, typed or stamped commissioned
name of notary public]

End of PUR 7068

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals; which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, 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 contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____

**CITY OF PANAMA CITY BEACH
RISK MANAGEMENT REQUIREMENTS**

CITY DEFINED

The term CITY (wherever it may appear) is defined to mean the CITY itself, its City Council, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the CITY harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the CITY's sole negligence.

PAYMENT ON BEHALF OF CITY

The Other Party agrees to pay on behalf of the CITY, and to pay the cost of the CITY's legal defense, as may be selected by the CITY, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the CITY shall be in addition to any and all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage will not shift responsibility for any damages from the Other Party to the CITY.

DRUG FREE WORK PLACE REQUIREMENTS

All contracts or purchase orders with individuals, or organizations that wish to do business with the CITY shall require contractors, subcontractors, vendors or consultants to have a substance abuse policy that adheres to FS 440.102. In the event an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee shall be denied access to the CITY's premises and job sites. In addition, if the violation is considered flagrant by the CITY, and the CITY is not satisfied with the actions of the contractor, subcontractor, vendor or consultant's employees, the CITY can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises, or decline to do business with the contractor, subcontractor, vendor or consultant in the future.

All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the CITY's Substance Abuse Policy requirement shall be borne by the contractor, subcontractor, vendor, or consultant.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the CITY, on policies and with insurers acceptable to the CITY.

These insurance requirements shall not limit the liability of the Other Party. The CITY does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the CITY as an additional insured to the extent of the CITY's interests arising from this agreement, contract or lease. (General Liability and Business Auto)

Except for workers compensation, the Other Party waives its right of recovery against the CITY, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the CITY and may be disapproved by the CITY. They shall be reduced or eliminated at the option of the CITY. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the CITY shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of CITY, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

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 Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the CITY's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least "following form" and shall not be more restrictive than the underlying insurance policy coverages.

ADDITIONAL INSURANCE

The City required the following additional type of insurance.

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

- Hold Harmless

The following replaces the previous Hold Harmless wording.

The CITY shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

- PROFESSIONAL LIABILITY/ERRORS OR OMISSIONS COVERAGE

The other party shall maintain in full force for five years from the date of the completion of the last task under the parties agreement Project Specific Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence./ \$3,000,000 annual aggregate.

If a claim 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.

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.

EVIDENCE/CERTIFICATES OF INSURANCE

Certificate Holder will be addressed as the City of Panama City Beach, 110 South Arnold Road, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. As outlined above, the CITY is to be named as Additional Insured on General Liability and Business Auto. Each Certificate will address the service being rendered to the CITY by the Other Party.

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the CITY, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Rev- 02/09

End of Risk Management Requirements

**Panama City Beach City, Florida – Request for Qualifications
Redevelopment of the City Hall Administrative Campus**

Firm: _____

	Marginal	Acceptable	Exceeds Acceptable	Outstanding	Wt.	Score
Criteria Element	0.2	0.5	0.8	1.0		
I. Project Team Organization Qualifications and relevant individual experience. Unique knowledge of key members on governmental design. Time commitment of key members to project. Team experience on similar project. Principle level involvement in project.					20	
II. Design Management Project management plan that addresses: <ul style="list-style-type: none"> • Coordination of various disciplines. • How will project scope be controlled? • Detailed project schedule meeting timeframes. • Cost control methods, responsible person. • Quality Assurance Methods. • Demonstrated ability to meet budget requirements. 					20	
III. Area Experience Familiarity with Panama City Beach and project area. Previous experience in geographical area.					15	
IV. Demonstrated Design Experience Demonstrated capability in similar governmental or comparable private sector office projects. Familiarity with special needs of governmental facilities. Value analysis, energy conservation and life cycle cost analysis. Past performance on City projects or other governmental groups as well as private projects.					35	
V. References					10	
TOTAL					100	

Evaluator: _____