



**PANAMA CITY BEACH
CONVENTION & VISITORS BUREAU**

**17001 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH, FLORIDA 32413**

REQUEST FOR QUALIFICATIONS (RFQ)

**DESIGN SERVICES FOR AARON BESSANT PARK
IMPROVEMENTS**

SUBMITTED BY:

RFQ No. 22-10

RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

Panama City Beach Convention and Visitors Bureau (CVB) is seeking statements of qualifications from firms to provide Architectural and Engineering (A&E) services for the design of certain improvements to Aaron Bessant Park. The CVB will be constructing the improvements along the eastern reach of the park adjacent to Pier Park West Drive on behalf of the City of Panama City Beach. The improvements include a large pavilion with secured storage, surrounding hardscaping, landscaping, and the replacement of the street-facing fence. A more detailed description and location map appear in the proposed form of Professional Services Contract attached.

All work shall be completed in accordance with all applicable federal, state, and local laws, regulations, and codes.

QUALIFICATIONS

All firms, to include sub-consultants, shall be State of Florida licensed professionals. Architect and Engineering firms shall be Florida licensed firms. Architects shall hold a Florida Professional Architect license. Engineers shall hold a Florida Professional Engineer's license. Surveyors shall hold a Professional Land Surveyor's License.

All professional services to be provided under the awarded contract shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA). Consultants providing services under this contract shall at all times be knowledgeable of the limiting thresholds of the CCNA statutes and shall ensure that full compliance therewith is maintained at all times.

SUBMITTAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFQ NO: 22-10 Design Services for the ABP Improvements will be received by the PANAMA CITY BEACH CVB, ATTN: CHARLENE HONNEN, 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413 up until **12:00 PM (CDT) Wednesday, November 30, 2022**. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

POINT OF CONTACT

The CVB Administration Department will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any CVB Board Member, CVB staff, City of Panama City Beach (PCB) staff or member of the PCB City Council concerning this RFQ until after award. Any such contact may result in disqualification.

QUESTIONS

Proposers shall submit all questions, in writing, to the CVB Administration Department at chonnen@visitpanamacitybeach.com or FAX to (850) 233-5072. All questions shall be submitted no later than **5:00 pm, Thursday, November 17, 2022**.

ADDENDA

If any addenda are issued after the initial RFQ is released, the CVB will post the addenda on the CVB's industry website www.VisitPanamaCityBeach.org/RFQ.

It is the responsibility of the Respondent prior to submission of any Qualification Package to check the above website or contact the CVB Administration Department to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

CONFLICT OF INTEREST

By responding to this request, each respondent certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of PCB or the CVB is financially interested, directly or indirectly, in the offer of services specified in this request.

SUBMITTAL FORMS

To receive consideration, all Submittals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Submittal Forms. No conditions, limitations or provisions will be attached or added to the Submittal Forms by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Submittal over the signature of the Respondent.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals. No Respondent may withdraw its Submittal for a period of 180 days after the date for opening and all Submittals shall be subject to acceptance by the CVB during this period.

CANCELLATION

The CVB may cancel this RFQ, or reject in whole or in part, when it is in the best interests of the CVB. Notice of cancellation shall be posted on the CVB website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded, subject to successful post-selection negotiations, to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Qualifications Respondent Instructions. If those negotiations are unsuccessful, the CVB will terminate contact with the firm and move to begin negotiations with the next highest ranked firm.

SUB-CONSULTANTS

The successful firm will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of sub-consultants should be included in the firm's submittal. Requests for use of sub-consultants received subsequent to the solicitation process are subject to review and approval by the CVB.

The CVB reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All sub-consultants are subject to the same requirements of this solicitation as the awarded firm.

TIE PROPOSALS

Should a tie occur with the top two firms, an alternate committee member will be asked to evaluate the tied firms based on the submitted proposals. This alternate score will be the tie-breaker.

RIGHT TO REJECT

The CVB reserves the right to:

- a. reject any or all Submittals received;
- b. select and award any portion of any or all Submittal items;
- c. waive minor informalities and irregularities in the Respondent's Submittal.

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFQ. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the CVB Administration Department all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the PCB Risk Management Office before the successful Firm may proceed with the work.

Neither the Notice of Award nor the execution of the required contract documents by the Contractor create any rights in the bidder. The bidder has no rights with respect to the award of the contract until a fully executed contract is signed by all required parties and

all insurance policies and other required deliverables are provided and approved by the CVB.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Qualifications. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

DEBARMENT

By submitting a response, the respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any government or political subdivision or agency of any government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any government or political subdivision or agency of any government. Debarment form must be signed and a part of Qualification Package.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by a public agency, or for termination of a contract with the agency. The agency may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of an offeror to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

The Administration Department reserves the right to refuse to enter, and if entered to terminate, any agreement with any entity managed, controlled or affiliated with any person or affiliate who falls within any category described above.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Qualifications and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Fla. Stat. §119.071(1)(b), submittals received as a result of this RFQ will not become public record until such time as the CVB provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the CVB or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PROTEST

A notice of protest must be submitted in accordance with section 2-114 of the Bay County Code, as amended from time to time.

The protest must be in writing, via e-mail, letter, or fax and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by the purchasing department. Further information can be found in section 2-114 of the Bay County Code.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFQ, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

EXAMINATION OF WORK SITES

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFQ shall be construed as conclusive evidence that the prospective firm has made such examination.

Respondents shall inform themselves and comply with all pertinent County regulations and ordinances, State and Federal laws, licenses and tax liability which may in any manner affect their submittal and the prosecution of the work.

CONTRACT PRICE

The CVB shall negotiate a contract with the top ranked firm for services at compensation which the CVB determines is fair, competitive and reasonable.

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the CVB must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the CVB rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the CVB's discretion:

RFQ Published	October 28, 2022
Last Day of Questions	November 17, 2022
Submittal Due Date	November 30, 2022
Evaluations	December 7, 2022
CVB Meeting for award	December 13, 2022

SUBMITTAL REQUIREMENTS

Each Firm's submittal shall include sufficient information to enable the CVB to evaluate the capability of the Firm 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. Submittals should be stapled together or bound with comb binding. Submittals submitted in 3 ring binders may not be accepted. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal.

Respondents should submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package. The electronic version should be in pdf format on an USB drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to the CVB for a period of 180 days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFQ.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1) Table of Contents (Tab 1)

- a) Clearly identify all sections referenced below.
- b) Sections shall be separately tabbed for ease of reference.

2) General Information (Tab 2) – 5 points

- a) Firm information
 - i) Name, address, phone, fax, email, Federal ID#, DUNS, CAGE Code, and website (if applicable)
 - ii) Date the firm was established under the name given.
 - iii) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
 - iv) Incorporation by the Secretary of State and current Florida Professional License.
 - v) Brief history of the firm.

- vi) Indicate if the firm is a certified minority business enterprise
- b) Litigation, disputes, default, & liens
Describe and explain any disputes, litigations and defaults, the results and settlements of any prior litigation, arbitration, mediation or other claims for a period of five (5) years prior to submission of the SOQ.

3) Approach and Understanding of the Project (Tab 3) – 40 points

A narrative description and any applicable illustrations to show that the respondent understands all elements of the scope of services required, including the respondent's approach to the unique role and responsibilities to be met on this project.

4) Personnel (Tab 4) – 30 points

- a) Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
 - i) Give brief resume of personnel to be assigned to the project including, but not limited to the following information:
 - (1) Name and title
 - (2) Job assignment for other projects
 - (3) Percentage of time to be assigned full time to this project
 - (4) How many years with this firm
 - (5) How many years with other firms
 - (6) Experience
 - (a) Types of projects
 - (b) Size of projects
 - (c) What were the specific project involvements?
 - (7) Education
 - (8) Active registration(s) and certification(s)
 - (a) Provide all required licenses and certificates.
 - (9) Other experience and qualifications that are relevant to this project, including, but not limited to:
 - (a) Experience in design of multi-purpose event venues, indoor recreational sports facilities, and/or conference and business collaboration centers
 - b) Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

5) Sub-consultants and/or Subcontractors (Tab 5)

- a) Name any sub-consultants or subcontractors which are included as part of the proposed team.
 - i) List the Percentage and type of work to be performed for this project by each sub-consultant/subcontractor.
 - ii) Describe the proposed role of any persons outside your firm and their related experience, in particular with respect to the project-specific components described under Section 4(a)(9).
 - iii) List projects on which your firm has worked with the person/firm in the past.
 - iv) Provide all required licenses and certificates.
 - v) Indicate if the firm is a certified minority business enterprise.

6) Project History (Tab 6) – 25 points

Major consideration will be given to the successful completion of previous projects comparable in design, scope, knowledge and technical expertise.

- a) List projects which best illustrate the experience of your firm and current staff which is being assigned to this project
 - i) List no more than 5 projects, and no projects which were completed more than 10 years ago
 - (1) Name and location of the project
 - (2) The nature of the firm's responsibility on the project
 - (3) Project owner's representative's name, address, and phone number
 - (4) Project client agency's representative's name, address, and phone number
 - (5) Date project was completed or is anticipated to be completed
 - (6) Size of project
 - (7) Cost of project (construction cost)
 - (8) Work for which the staff was responsible
 - (9) Present status of this project
 - (10) Change Order history showing dollar amounts and time extensions.
 - (11) Project Manager and other key professionals involved on listed project and who of that staff would be assigned to this project.

7) Required Additional Forms (Tab 7)

- a) Submittal Form
- b) Addendum Acknowledgement
- c) Anti-Collusion Clause
- d) Conflict of Interest
- e) Drug Free Workplace
- f) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- g) Certification Regarding Lobbying
- h) Truth in Negotiation Certification
- i) Waiver of Exemption of Meetings/Presentations

EVALUATION PROCESS

Representatives from the CVB will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

- A. Evaluation Committee, selected by the CVB board chair, may consist of 3 or 5 members.
- B. Each member of the Evaluation Committee will individually review and score each submission based on the scoring outlined in this RFQ.
- C. The completed evaluations will be returned to the CVB Administration Department for compilation and ranking based on the total points awarded.
- D. The initial ranking will be considered by the CVB board of directors at a publicly noticed meeting. At its sole discretion, the CVB board may award the RFQ at the meeting or request presentations one or more of the respondents.

The CVB shall negotiate a contract with the top ranked firm for services at compensation which the CVB determines is fair, competitive and reasonable as further described in the Scope of Services. Should the Negotiator(s) be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, negotiations with that firm shall be formally terminated. The Negotiator(s) shall then undertake negotiations with the second most qualified firm.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between the CVB and respondents (except as expressly set out in this RFQ).

The CVB will make the selections primarily on the basis of the response to this RFQ and any further information received from respondents if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of the CVB. The CVB shall be the sole judge of the award of this project to the respondent considered by the CVB to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of the CVB.

**ATTACHMENT 1
REQUIRED FORMS**

SUBMITTAL FORM
RFQ 22-10

This submittal of _____, ("Firm") organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Panama City Beach CVB.

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Name of Firm

Prepared By: _____
Name of Individual

Contact E-Mail: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm

Date

SEAL: (If bid is by Corporation)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm:

Authorized Signature:

Printed Name:

Title:

Date:

**It is the responsibility of the firm to ensure that they have received addendums if issued.
Call (850) 233-5070 or email chonnen@visitpanamacitybeach.com prior to submitting
your submittal to ensure that you have received addendums.**

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Panama City Beach Convention and Visitors Bureau board member(s) or its employee(s), or City of Panama City Beach council persons or its employee(s), is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

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 Proposal, 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By _____
Signature

Panama City Beach Convention and Visitors Bureau
Recipient's Name

Name and Title

Street Address

City, State, Zip

Date

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the CVB requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

_____ Date

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The CVB encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ **Waive** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ **Maintain** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM

ATTACHMENT 2
SAMPLE PROFESSIONAL SERVICES CONTRACT
DESIGN SERVICES FOR THE AARON BESSANT PARK IMPROVEMENTS
PROJECT: xx

This Contract, dated _____ is between the Panama City Beach Convention and Visitors Bureau, Inc., located at 17001 Panama City Beach Parkway, Panama City Beach, FL 32413 ("CVB"), and Vendor Name located at Vendor Address, City, State, Zip ("Consultant").

1. Intent

The vendor proposes to design a facility to be known as the Aaron Bessant Park Pavilion and make other improvements to the park. Design only? If it's Design-Build, more changes are needed prior to this section.

2. Scope of Services

The following Scope of Services are included for the limited purpose of giving interested firms a general concept of the CVB's current intentions for the project and a preview of selected, but not all, terms and conditions which the CVB intends to include in an Agreement for Services with the successful firm. During negotiations the CVB may remove, make additions to or modify any of the following specifications. The purpose of the following specifications is merely to give potentially interested firms a general idea of the CVB's plans and requirements.

The primary project area within Aaron Bessant Park is indicated in the image below. Utility provisions may necessitate some work outside of the area shown.



The firm shall coordinate with the CVB prior to beginning work to confirm the desired architectural style and which portions of the current park, if any, shall provide the style basis for new improvements.

The project involves construction of:

1. An open, multi-use pavilion approximately 6,000 s.f. in plan with attached, enclosed secure storage capabilities sufficiently sized to allow removal of existing on-site shipping container units
2. A separate small enclosed, conditioned structure (under 200 s.f.) suitable for event vending and shipping purposes. No restroom is anticipated.
3. Relocation of existing solid waste containers and provision of esthetic screening a location nearer to Pier Park West Dr.
4. Surrounding hardscaping, drainage, stormwater improvements, utility services, irrigation and landscaping, and fencing in the surrounding park areas to enhance the functionality and visual esthetic of the park areas adjacent to Pier Park West Drive.

The selected firm shall be responsible for preparing complete and competent plans, specifications and applications for all applicable building and environmental permitting of all components of the project - federal, state and local – and assist the CVB with all responses. The CVB will be the applicant and pay permit fees.

The selected firm shall be responsible for coordinating input from responsible and affected CVB staff and users.

3. Compensation

Compensation will be based on the negotiated contract value, subject to any change orders negotiated with and approved by the CVB. Monthly invoices shall be submitted to the CVB in a format and distribution schedule defined by the CVB, no later than the 10th day of the following month. Invoices shall show project tasks broken down by scope with the task value, value performed to date, value performed in billing month, total value earned, and remaining value to bill. Line item values shall be totaled and summarized at the end.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the CVB, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A Final Invoice will be submitted to the CVB no later than the 30th day following Final Acceptance of the individual project or as requested by the C.

Payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

INVOICE REQUIREMENTS: All invoices are required to have the following information included:

- Vendor's name
- Invoice number
- Invoice date
- Dates of service/activities were provided (mm/dd/yy-mm/dd/yy)
- Site of work
- Details of work provided
- Amount of the invoice

4. Effective Date and Time of Performance

This Contract shall commence upon execution by the CVB and Design Services are to be completed **within 120 calendar days of Notice to Proceed**. All Phase 1 Design Services shall be completed by this date. The design shall be reviewed and approved by the CVB at the conceptual/schematic, 60%, 90% and final design phases.

5. Independent Contractor

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of the CVB.

6. Consultant's Personnel

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the CVB or City of Panama City Beach (PCB) objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from the premises.

7. Cooperation

Consultant agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Consultant will cooperate with the CVB or its designee as requested and specifically to allow the CVB and/or PCB to inspect the performance of work of this Contract.

8. CVB Representative

The CVB Capital Projects Manager or a designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions that arise between the parties. The Consultant or the Consultant's designee will deal with the CVB's representative on matters relating to the performance of the work. The CVB or PCB shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

9. Records / Audits

The CVB is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- a. Keep and maintain public records required by the CVB to perform the service;
- b. Upon request from the CVB's custodian of public records, provide the CVB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the CVB.
- d. Upon completion of the contract, transfer, at no cost to the CVB, all public records in possession of the Consultant, or keep and maintain public records required by the CVB to perform the service. If the Consultant transfers all public records to the

CVB upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CVB, upon request from the CVB's custodian of public records in a format that is compatible with the information technology systems of the CVB.

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The CVB, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Charlene Honnen, Custodian of Public Records, at (850) 233-5070, publicrecords@visitpanamacitybeach.com or 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached Exhibit 3.

13. Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a), each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) 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." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without

liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CVB's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

15. Employment Eligibility Verification

As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees.

- a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
- b. The CVB, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- c. The CVB, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- e. Subcontracts. Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

16. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the CVB. Any subconsultant or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the CVB. In the event the Consultant will deliver any services through a subconsultant or subcontractor, the Task Order shall contain as an attachment the name and address of the subconsultant or subcontractor and a detailed description of the qualifications, experience and services to be performed by the subconsultant or subcontractor, and the amount or rate and method of compensation.

17. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

18. Termination for Cause and for Convenience

(A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) an opportunity for consultation with the terminating party prior to termination.

(B) This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in (A) above.

If termination for default or cause is effected by the CVB, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the Consultant's default and, if the payment due insufficient, damages obtained.

If termination for convenience is effected by the CVB, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (A) or (B) above, the Consultant shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

Failure of the Consultant to comply with the provision of Section 21 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the CVB notifies the Consultant of such non-compliance.

19. Documents Incorporated by Reference

CVB's Request for Qualifications (RFQ 22-10) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. The CVB is responsible for compliance with all

applicable Federal or State laws. The Consultant specifically agrees to assist Bay County with ensuring compliance with all applicable Federal or State laws.

20. Laws, Rules and Regulations

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant's performance of this Contract and the preservation of public health and safety. Upon request by the CVB, Consultant shall provide proof of such compliance to the CVB.

Illegal Alien Labor: Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subconsultants. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

21. Indemnification and Hold Harmless

To the maximum extent permitted by law, the Consultant shall indemnify and hold harmless the CVB, and its officers and employees, and PCB, 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 the agreement.

The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

This Section survives termination or expiration of this Contract.

22. Duty to Pay Defense Costs and Expenses

The Consultant agrees to reimburse and pay on behalf of the CVB the cost of the CVB's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Indemnification and Hold Harmless paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the CVB has prevailed.

The CVB shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

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

This Section survives termination or expiration of this Contract.

23. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

24. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the CVB of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the CVB while any such default or breach shall exist shall in no way impair or prejudice any right of the CVB.

25. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

26. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the CVB:
Panama City Beach CVB
Attn: Dan Rowe, President
17001 Panama City Beach Parkway
Panama City Beach, FL 32413

For the Consultant:

The Consultant shall notify the CVB Administration Department of any change to its address. The Administration Department will disseminate the address change to all applicable departments and agencies. The Consultant's notification of address change is sufficient if sent by email or facsimile.

27. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant

further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

28. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The provisions of the CVB's initial solicitation and Consultant's response are the final priority.

29. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this ____ day of _____, 2022.

Executed by:

Panama City Beach Convention and Visitors Bureau

ATTEST:

By: _____
Daniel J, Rowe, President

Approved as to form

CVB Legal Counsel

CONSULTANT

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this __ day of _____, 2022, by _____, as _____ of _____ and _____ with proper authority, and who is personally known by me or produced identification of _____.

Notary Public