



PUBLIC NOTICE
RFQ NO: PC23-031
PROFESSIONAL SERVICES FOR DESIGN OF HARRISON AVE.
RECONSTRUCTION PHASE II

The City of Panama City, Florida (the "City"), through the City's Project Management Office ("PMO") seeks Qualifications from experienced and qualified architects and/or engineers to provide Professional Services for the design of the second phase of reconstruction of Harrison Avenue from 4th Street to 6th Street generally. The scope of the project will include designing the reconstruction of Harrison Avenue to match the current Harrison Avenue Streetscapes project, including, upgrades to sidewalks, roadways, landscaping, irrigation, streetlights, and signage, and reconstruction of existing utilities to be coordinated with current utility upgrades in the area (the "Project"), as is more fully described in Section 2, "RFQ Scope of Services" for the RFQ documents. This RFQ is issued pursuant to Section 287.055 of the Florida Statutes, the "Consultants Competitive Negotiation Act" ("CCNA"). All references to Florida Statutes, City of Panama City and Panama City Codes, and other laws/regulations will be interpreted to include "as amended from time to time."

Request for Qualifications (RFQ) documents may be obtained from the City of Panama City, webpage at www.panamacity.gov.

Completed Qualifications may be submitted online through the following link: <https://panamacity.bonfirehub.com/portal/?tab=openOpportunities> or delivered to the PMO Department, City Hall, 501 Harrison Avenue, Room 238, Panama City, Florida 32401 by 2:00 PM, on March 15, 2023, ("Qualification Submission Due Date"). Any Qualifications received after the Qualification Submission Due Date or delivered to a different address, department, or location will not be considered.

The City's preference is that all submissions go through the City's Bonfire Portal but will continue to accept paper submissions.

It is the sole responsibility of Proposers to ensure the receipt of all addenda. Therefore, it is recommended that firms periodically check the Panama City webpage for updates through the issuance of addenda.

The PMO has scheduled a **Voluntary Pre-Qualification Conference, on March 01, 2023, at 10:00 AM CT, at 501 Harrison Avenue, Lower Level, Room 10, Panama City, FL 32401.** Attendance is strongly encouraged, but not required. Use of personal protective equipment (such as masks) by those in attendance is recommended but not mandatory. At the discretion of the City, attendance may be offered via Video Conference.

Panama City reserves the right to accept any Qualifications deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Qualifications, or to reject any or all Qualifications and to re-advertise for new Qualifications, in accordance with the applicable sections of the Florida Statutes, the City Charter and City Code, and this RFQ. The responsibility for submitting a Qualification before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, late, lost, misdelivered, or non-delivered Qualifications, no matter the cause.



PROPOSERS ARE ADVISED THAT QUALIFICATIONS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS, EXPERIENCE, AND SUBMISSION REQUIREMENTS OF A REQUEST FOR QUALIFICATIONS ("RFQ"), REQUEST FOR QUALIFICATIONS ("RFP"), INVITATION TO BID ("ITB"), INVITATION FOR BIDS ("IFB"), INVITATION TO QUOTE ("ITQ"), REQUESTS FOR LETTERS OF INTEREST ("RFLI"), AND REQUEST FOR SPONSORSHIPS ("RFS") SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER, AND ARE NOT WAIVABLE BY THE CITY.

PROPOSERS ARE ADVISED THAT ALL AGREEMENTS NEGOTIATED WITH SUCCESSFUL PROPOSERS FOR PROJECTS SHALL BE TIME AND MATERIALS TYPE AGREEMENTS/CONTRACTS WITH A NOT TO EXCEED CEILING. IN NO EVENT SHALL A COST PLUS CONTRACT BE AWARDED.



Table of Contents

SECTION 1 INTRODUCTION TO REQUEST FOR QUALIFICATIONS.....	1
1.1 INVITATION.....	1
1.2 SUBMISSION OF QUALIFICATIONS	1
1.3 VOLUNTARY PRE-QUALIFICATION CONFERENCE	2
1.4 CONE OF SILENCE	2
1.5 ADDITIONAL INFORMATION OR CLARIFICATION	3
1.6 AGREEMENT TERMS AND CONDITIONS	3
1.7 AWARD OF AGREEMENT	4
1.8 AGREEMENT EXECUTION	5
1.9 UNAUTHORIZED WORK	5
1.10 SUBMITTAL INSTRUCTIONS	5
1.11 CHANGES/MODIFICATIONS/ALTERATIONS	6
1.12 SUB-CONSULTANT(S)/SUB-CONTRACTOR(S)	6
1.13 DISCREPANCIES, ERRORS, AND OMISSIONS	6
1.14 DISQUALIFICATION	6
1.15 PROPOSER'S EXPENDITURES.....	7
1.16 EXECUTION OF QUALIFICATION.....	7
1.17 INSPECTION OF SITE	7
SECTION 2 RFQ SCOPE OF SERVICES.....	9
2.1 PURPOSE	9
2.2 PROJECT DESCRIPTION.....	9
2.3 SCOPE OF SERVICES	9
2.4 PROPOSED TEAM / KEY PERSONNEL.....	10
SECTION 3 RFQ GENERAL CONDITIONS.....	12
3.1 ACCEPTANCE/REJECTION	12
3.2 LEGAL REQUIREMENTS.....	12
3.3 NON-APPROPRIATION OF FUNDS	12
3.4 LICENSE REQUIREMENT	12
3.5 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS.....	12
3.6 COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS	14
3.7 PUBLIC ENTITY CRIMES	14
3.8 RESOLUTION OF PROTESTS.....	15
3.9 REVIEW OF QUALIFICATION FOR RESPONSIVENESS.....	15



3.10	COLLUSION.....	15
3.11	CLARIFICATIONS	15
3.12	KEY PERSONNEL.....	15
3.13	AUDIT RIGHTS AND RECORDS RETENTION	15
3.14	PUBLIC RECORDS	16
3.15	E-VERIFY	16
3.16	CONFLICT OF INTEREST	16
3.17	DEBARRED/SUSPENDED VENDORS	16
3.18	NONDISCRIMINATION	16
3.19	UNETHICAL BUSINESS PRACTICE PROHIBITIONS	16
3.20	BONDING.....	17
3.21	ADDITIONAL TERMS AND CONDITIONS	17
SECTION 4 INSTRUCTIONS FOR SUBMITTING A QUALIFICATION		18
4.1	SUBMISSION REQUIREMENTS.....	18
4.1.1	Content of Qualifications and Experience Requirements:	18
4.1.2	Design Philosophy and Technical Capabilities Statement:.....	23
4.1.3	RFQ Qualification Forms:.....	23
4.2	QUALIFICATION SUBMISSION FORMAT	24
4.3	QUALIFICATION SUBMISSION DATE AND LOCATION	25
4.4	SUBMITTAL GUIDELINES	25
4.4.1	General.....	25
4.4.2	Selection Process Timetable.....	26
SECTION 5 EVALUATION/SELECTION PROCESS.....		27
5.1	EVALUATION PROCEDURES	27
5.2	EVALUATION CRITERIA.....	28
SECTION 6 RFQ QUALIFICATION FORMS		29
6.1	RFQ INFORMATION AND ACKNOWLEDGEMENT FORM.....	29
6.2	LOCAL DEBARMENT AND SUSPENSION	35
6.3	FEDERAL DEBARMENT AND SUSPENSION	36
6.4	CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS	39



SECTION 1 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 INVITATION

Thank you for your interest in this RFQ. Panama City, Florida (the "City"), through the City's Project Management Office ("PMO") seeks Qualifications from experienced and qualified architects and/or engineers to provide Professional Services for City of Panama City. The scope of the project will include designing the reconstruction of Harrison Avenue to match the current Harrison Avenue Streetscapes project, including, upgrades to sidewalks, roadways, landscaping, irrigation, streetlights, and signage, and reconstruction of existing utilities to be coordinated with current utility upgrades in the area (the "Project"), as is more fully described in Section 2, "RFQ Scope of Services." This RFQ is issued pursuant to Section 287.055 of the Florida Statutes, the "Consultants Competitive Negotiation Act" ("CCNA"). All references to Florida Statutes, City of Panama City and Panama City Codes, and other laws/regulations will be interpreted to include "as amended from time to time." Copies of this solicitation are available on the webpage by visiting the following link: www.pcgov.org/bids.aspx.

For purposes of this RFQ, the words:

- 1.1.1 "Qualification" shall mean the completed written and properly signed submission in response to this RFQ by a Proposer.
- 1.1.2 "Proposer" shall mean the entity submitting a Qualification in response to this RFQ.
- 1.1.3 "Chief Procurement Officer" shall be the City Manager or his/her designee.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Qualification that does not meet the mandatory requirements is subject to immediate disqualification.

1.2 SUBMISSION OF QUALIFICATIONS

Sealed written Qualifications must be received by the City Purchasing Department no later than the date, time, and at the location indicated in Section 4.3, "Qualification Submission Date and Location," in order to be considered. Qualifications can be hand delivered or sent by mail, common carrier (e.g., UPS, FedEx), or courier. Faxed documents are not acceptable. **One unbound, tabbed original hard copy and one copy in digital format (preferably on a USB drive) in .pdf file format** of the Proposer's Qualification must be timely received by the Qualification Submission Due Date, or the Qualification will be disqualified. Untimely or misdelivered submittals will not be considered.

Completed Qualifications may be submitted online through the following link: <https://panamacity.bonfirehub.com/portal/?tab=openOpportunities>. or delivered to the PMO Department, City Hall, 501 Harrison Avenue, Room 238, Panama City, Florida 32401 by 2:00 PM, CT, on March 15, 2023, ("Qualification Submission Due Date"). Any Qualifications received after the Qualification Submission Due Date or delivered to a different address, department, or location will not be considered.

The City's preference is that all submissions go through the City's Bonfire Portal but will continue to accept paper submissions.



1.3 VOLUNTARY PRE-QUALIFICATION CONFERENCE

A Voluntary Pre-Qualification Conference ("Conference") will be held on **March 1, 2023, at 10:00 AM CT, at City Hall at 501 Harrison Avenue, Lower Level, Room 10, Panama City, FL 32401.** Prospective Proposers are strongly encouraged to attend this meeting to obtain information relative to the RFQ. Use of personal protective equipment (such as masks) by those in attendance is recommended but not mandatory.

1.4 CONE OF SILENCE

(1) Cone of Silence. The Cone of Silence shall be applicable to this Request for Qualifications for Professional Services after it is advertised.

(2) "Cone of Silence" is defined to mean a prohibition on:

- (a) any communication regarding this Request for Qualifications ("RFQ") between a potential Proposer and any lobbyist, attorney or consultant retained by the Proposer (the "Proposer Team") and the Mayor, City Commissioners or their respective staffs and any member of the City's professional staff including, but not limited to, the City Manager and the City Clerk and their staffs;
- (b) any communication regarding this RFQ between the Proposer Team and any member of the selection/evaluation Panel therefore.

(3) Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- (a) communications between the Proposer Team and the Chief Procurement Officer and the City Attorney and his staff;
- (b) communications between the Proposer Team and the City Manager and/or City Clerk provided that such communications are initiated by the City Manager and/or the City Clerk;
- (c) communications between the Proposer Team and any City Staff regarding this RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
- (d) oral presentations before selection/evaluation Panels and communications occurring during duly noticed meetings of selection/evaluation Panels;
- (e) competitive negotiations;
- (f) public presentations made to the City Commission and communications occurring during any duly noticed public meeting;
- (g) communications in writing or by e-mail at any time with any City employee, official, Mayor, or member of the City Commission and the City shall file a copy of any written communications with the City Clerk;
- (h) Contract negotiations.

(4) Procedure.

- (a) Imposition. A Cone of Silence is hereby imposed when the solicitation is advertised in a newspaper of general circulation.
- (b) Termination. Except as otherwise provided herein, the Cone of Silence shall terminate at the time the City Manager's written recommendation to the City Commission is received by the City Clerk; provided, however, that if the City Commission refers the recommendation back to the City Manager for further review, the Cone of Silence shall be



reimposed until such time as the City Manager's subsequent written recommendation is received by the City Clerk.

(5) Penalties. Violation of the Cone of Silence may disqualify the Proposer and the Qualification may be rejected and not considered for award. Further, a violation of this section by a Proposer Team may subject said Proposer to potential debarment from performing future work from the City for a period of time, such time period to be determined by the City.

1.5 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing. Proposers may e-mail their requests for additional information or clarifications to the PMO Attn: Dawn Kirkland at dkirkland@panamacity.gov. Any request for additional information or clarification must be received in writing **no later than 5:00 PM, on March 07, 2023**. Late or misdelivered requests for additional information or clarification may not receive a response in the subsequent addendum.

Purchasing will issue responses to inquiries received and any other corrections or amendments it deems necessary via written addenda, prior to the Qualification Submission Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ and in any written addenda to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

Addenda will only be made available on the City webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda. Prior to submitting the Qualification, the Proposer should check the City webpage for all addenda: <https://www.panamacity.gov/bids.aspx>.

1.6 AGREEMENT TERMS AND CONDITIONS

The Proposer selected to render the services requested herein ("Successful Proposer") shall be required to execute a Professional Services Agreement ("Agreement") with the City. Certain provisions of the Agreement are non-negotiable. These include, without limitation, applicability and compliance with applicable laws (e.g., Federal and State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond(s), professional liability insurance, and cancellation for convenience or due to lack of funding, by the City Manager. All Agreements shall be a "Time and Materials" type contract with a Not-To-Exceed (NTE) price ceiling. In no event shall a "Cost Plus" type contract be awarded. Additional provisions related to the Agreement and the required Time and Materials Records and Invoices which will be necessary are as follows:

- 1.6.1** Costs reimbursed to the contractor for time and material work will be based on actual cost.
- 1.6.2** All time and materials contracts require contractors to provide, as an attachment, an all-inclusive hourly billing rate based on labor categories.
- 1.6.3** All charges related to Time and Material Work authorized by the Project Manager shall be tracked on a daily basis. The Contractor shall complete a comprehensive Time and Material work report form which details all the



labor, services, material and equipment utilized in the course of completing the Time and Material Work. The report shall itemize the materials used, and shall cover the direct cost of labor and materials, and other charges, whether furnished by the Contractor, Subcontractor or other force. The daily report sheets shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked; and quantity, type and cost of materials used.

- 1.6.4** Invoices for Time and Material Work shall show, in payroll form, the dates, names, hours worked each day, rates of pay, and amounts paid for each individual employed on such Work and shall give in detail the nature of the Work performed by each employee with all invoicing.
- 1.6.5** Vendor invoices for materials shall be fully itemized showing dates of delivery, quantities, unit prices, amounts, and discounts. Vendor invoices shall be prepared and submitted in accordance with the payment procedures outlined in this Contract
- 1.6.6** Invoices for Time and Material Work shall be prepared and submitted in accordance with the payment procedures outlined in the Agreement. All invoices, payrolls, and other documents which support the invoice for the Time and Material work shall be submitted with the progress payment request, shall state the Contract number, and Contract Item under which the Work was performed.
- 1.6.7** Failure to present complete Time and Material records and invoicing in proper form after the close of the month in which the time and materials Work was performed occur, shall constitute a waiver by the Contractor of its right to present such a billing or invoice thereafter or to receive payment therefore, unless the Contractor promptly corrects and resubmits the Time and Material Records and the City approves the re-submittal.
- 1.6.8** Payment as provided in this Article shall constitute full compensation to the Contractor for performance of work paid for on a Time and Material basis.
- 1.6.9** The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Work paid for or required to be paid for on a Time and Material basis and the costs of other operations.

1.7 AWARD OF AGREEMENT

The Agreement may be awarded to the Successful Proposer for the Project by the City Commission, following a written recommendation by the City Manager, based upon the qualification requirements reflected herein. The City Commission may accept or reject the recommendation by the City Manager and award the Agreement to the Proposer it deems best qualified and suited for the work herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer, when it is determined to be in the City's best interest. The City does not represent that any award will be made, or any Agreement will be



satisfactorily negotiated to be acceptable to the City and the Proposer. The award and execution of an Agreement shall comply with the CCNA, Section 287.055 of the Florida Statutes, as amended.

1.8 AGREEMENT EXECUTION

By submitting a Qualification, the Proposer agrees to be bound to and execute the Agreement, in substantially the form furnished by the City, for the work requested herein. Upon commencement of the Agreement negotiation process, and without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for the City's consideration. None of the foregoing shall preclude the City, at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

The City shall require the Successful Proposer to provide for itself and its Sub-Consultants (if any) all of the following documentation to support the Price Qualification (if applicable), as a condition precedent to execution of an Agreement.

- 1.8.1** Current financial statement(s), preferably an audited financial statement(s) prepared by a Certified Public Accountant ("CPA") for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead, and a statement of profit and/or operating margin.
- 1.8.2** Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- 1.8.3** Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- 1.8.4** Updated information reflecting information resulting from negotiation of the Agreement.
- 1.8.5** Copy of current Notice of Qualification letter from the Florida Department of Transportation ("FDOT"), if applicable.

1.9 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed ("NTP"). Such NTP shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by the City, and shall be at the Proposer's sole risk and expense. The Successful Proposer shall not have any recourse against the City for prematurely performing unauthorized work.

1.10 SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Qualifications in accordance with the requirements of Section 4, "Instructions for Submitting a Qualification." **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A QUALIFICATION.** Proposers shall make the necessary entries in all blanks on the forms provided for inclusion in the Proposer's Qualification. Qualifications shall be submitted



in sealed envelopes or packages, with the RFQ number, title, and opening date clearly noted on the outside of the envelopes or packages.

1.11 CHANGES/MODIFICATIONS/ALTERATIONS

Proposer may submit a modified Qualification to replace all or any portion of a previously submitted Qualification, or withdraw a Qualification at any time prior to Qualification Submission Due Date (referenced in the Public Notice). All modifications or withdrawals shall be made in writing, to PMO, City Hall, 501 Harrison Drive, Panama City, Florida 32401. **Oral modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Qualification Submission Due Date.** The City will only consider the latest version of the Qualification.

1.12 SUB-CONSULTANT(S)/SUB-CONTRACTOR(S)

For purposes of this RFQ, the terms "Sub-Consultant" and "Sub-Contractor" are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of Services required under this RFQ. A Sub-Consultant shall be paid directly by the Proposer and shall not be paid directly by the City. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of the City.

1.13 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing. If applicable, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.14 DISQUALIFICATION

This RFQ requires the use and submission of specific City forms. In addition, the RFQ requires the submission of additional documents and information. Failure to use the City forms may result in the Qualification being deemed non-responsive, and the Qualification may not be further considered for award. Modification of, retyping, or any alterations to, the City forms may also result in the Qualification being deemed non-responsive.

The City reserves the right to disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. The City also reserves the right to waive any immaterial defect or informality in any Qualification, to reject any or all Qualifications in whole or in part, or to reissue this RFQ.

Any Proposer who submits in its Qualification any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration for award of the Agreement.

Any Qualification submitted by a Proposer who is in arrears (e.g., monies owed, outstanding judgments, code violations, fines, liens, penalties or other fees due to the City), or otherwise in



debt or in breach of contract to the City (City in this context includes any agency, instrumentality, or department of the City), or where the City has an open or liquidated damages claim against a Proposer for monies owed to the City at the time of Qualification submission, or if a Proposer has been declared in default or abandoned a prior City Contract, or has been debarred by a federal, State of Florida, or local public entity within the past five years, or is on the convicted vendor list per Section 287.133 of the Florida Statutes, may be rejected as non-responsive/non-responsible and may not be considered as eligible for award.

Prior to award of the Agreement, the above requirements must be met, and is a condition that must be maintained during the term of the Agreement.

1.15 PROPOSER'S EXPENDITURES

Proposers understand and agree that any expenditure incurred in preparation and submittal of Qualifications, or in the performance of any services requested by the City in connection with the Qualifications for this RFQ, are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Qualification, and/or anticipation of Agreement award, and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process. The Proposer agrees to these terms by submission of a Qualification.

1.16 EXECUTION OF QUALIFICATION

The Qualification must be manually and duly signed in legible ink by an authorized corporate officer, principal, or partner (as applicable) with an original signature in full. When a firm is the Proposer, the Qualification shall be signed in the name of the firm by one or more of the partners by legible ink with an original signature in full. When a corporation is the Proposer, the officer signing shall set out the corporate name in full, beneath which he shall sign his/her name, give title of his/her office, and affix the corporate seal. Anyone signing the Qualification as an agent, must file with it adequate legal evidence of signature authority to act on behalf of and bind the Proposer; otherwise the Qualification may be rejected as non-responsive. Proposers who are corporations shall furnish their Qualification to the City with a copy of their authorization to transact business in the State of Florida. Failure to submit promptly this evidence of qualification to do business in the State of Florida may be a basis for rejection of the Qualification.

Proposer understands that submitting a Qualification to this RFQ does not constitute an Agreement or Contract between the City and the Proposer. Proposer has no contract right or expectation by submitting to the City a response to this RFQ.

1.17 INSPECTION OF SITE

Proposers should carefully examine the site location before submission of a Qualification and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the services pursuant to the Qualification as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill,



in every detail, all of the requirements, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

END OF SECTION



SECTION 2 RFQ SCOPE OF SERVICES

2.1 PURPOSE

The City is seeking to procure a qualified and experienced architectural and/or engineering firm to provide comprehensive Professional Design Services for the Project as described below, under the direction of the Project Management Office, and in accordance with all applicable laws, building and environmental regulations, applicable Federal, State, and Local regulations, and the Scope of Services contained in this RFQ. The Proposer and its Sub-Consultants must be able to perform every element and task included in, but not limited to, those outlined in Section 2.3, Scope of Services.

2.2 PROJECT DESCRIPTION

The Project will include the work described in the Scope of Services. The Successful Proposer should have experience in designing reconstruction of a major downtown area to include all aspects of the sidewalks, roadways and utilities in the Project area.

The City of Panama City has been awarded \$5,614,228.77 in CDBG-DR funding to make streetscape improvements to a segment of Harrison Avenue from 4th Street to 6th Street, in the heart of the City's downtown district. The streetscape improvements include shade trees with soil cells for storm water management, wider sidewalks, bicycle lanes, parallel parking instead of angled parking, and narrowed lanes that will increase overall safety. The overall goal of Project HEART (Harrison Avenue Streetscape Improvement) is to restore the heart of Downtown Panama City by improving the walkability of the area in anticipation of future downtown business development including new hotels and the addition of commercial rental space for local businesses to return to the downtown area.

The City has also received State Revolving Funds ("SRF") monies and other sources of monies, such as federal funding from HMGP, CDBG-DR, and FEMA, for the repair, removal, and replacement of the Stormwater, Water, and Sanitary Sewer Systems, and related Roadway Systems Reconstruction. These federal funding sources will include, but not be limited to, the repair, removal, and replacement of the Stormwater, Water, and Sanitary Sewer Systems, and related Roadway Systems Reconstruction, and Park/Recreational locations and facilities.

2.3 SCOPE OF SERVICES

The Successful Proposer shall provide comprehensive architectural and engineering services necessary to complete signed and sealed plans to reconstruct Harrison Avenue from 4th Street to 6th Street, an approximate 0.25-mile stretch. The reconstruction design will be based upon the concept plans which will be provided in .dwg format. Typical sections (drawings) will be provided by the City to include in the plans.

The Successful Proposer's scope of services shall include, but is not limited to, the following:

- 2.3.1 Project General Tasks:** Architect/Engineer will perform general project management tasks such as contract maintenance and project setup, progress meetings, progress reports, phase review meetings with the City, and participate in field reviews. No public involvement is expected. Attendance of meetings is limited to phase review meetings, and the City will represent selected Architect/Engineer at Commissioner meetings. The City will lead coordination



efforts with the Geotechnical engineer, the Surveyor, and departments within the City.

2.3.2 Contract Plans:

2.3.2.1 Analysis and Plans production required for Roadway, Utilities, Drainage, Signing/Pavement Markings, and Lighting Signalization.

2.3.2.2 Lighting Analysis will be performed by Gulf Power, and the Architect/Engineer will utilize pole placement prepared by Gulf Power to prepare Lighting Plan sheets.

2.3.2.3 Design effort also includes quantities, calculations, documentation, cost estimates and QAQC reviews.

2.3.2.4 Plans will be prepared on 22" x 34" pdf's and digitally signed and sealed.

2.3.2.5 Architect/Engineer will assist the City with Utility Coordination activities as indicated in staff hour estimate. Architect/Engineer will show all utilities on the plans, as provided by utility plan markups provided by utility owners and information provided by the Surveyor.

2.3.2.6 Architect/Engineer will obtain an exemption permit (ERP permitting) for replacing the existing closed drainage system; and no stormwater treatment is required. There are no wetlands impacted by construction of this project. Architect/Engineer will complete FDEP water and wastewater permits for replacement of existing water and sewer mains. The City will be the permit applicant and provide all permit fees.

2.3.3 Provide necessary survey and geotechnical investigations as needed.

2.3.4 The A/E contract template for this project will be based on AIA Standard Contract B101 – 2017, AIA General Conditions A101 – 2017, and AIA Owner's Instructions Document G612 - 2017.

2.3.5 The Owner uses MS Projects scheduling software for project scheduling.

2.3.6 The A/E Team shall be responsible for obtaining any other necessary local, state, and federal regulatory review(s) and permit(s) that may be applicable to the execution of the Scope of Work. This includes the preparation, submittal and potential revision of necessary applications and associated supporting documents.

This RFQ is being issued for the development of the design and construction administration phases of the Project. This RFQ does NOT include the construction phase related to this Project. The construction phase related to this Project will be procured through a future solicitation process, separate and independent from this RFQ.

2.4 PROPOSED TEAM / KEY PERSONNEL

The Successful Proposer shall serve as the lead and managing agent for all disciplines required for the Project. The Successful Proposer's work shall be directed by Key Personnel employed directly by the Successful Proposer/Prime Consultant, as described in this RFQ document, and shall consist at a minimum of the following disciplines:

- Lead Architect/Engineer



In addition to the Key Personnel listed above, the Successful Proposer's team must have the following Required Personnel, either through its staff or the staff of any Sub-Consultant/Sub-Contractor:

- Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) Engineers
- Landscape Architect
- CADD Technician
- Cost Estimator

The Successful Proposer shall designate a primary lead individual, who will be referred to as the "Lead Architect/Engineer" to lead all design efforts for the Project. The Successful Proposer shall directly employ the Lead Architect/Engineer. All Key Personnel and Required Personnel shall meet the relevant minimum qualification requirements specified in Section 3.5, "Minimum Qualification Requirements."

Note: As further detailed in the ensuing Agreement, as may be amended from time to time, the City, acting by and through its City Manager or the City Manager's authorized designee, prior to issuance of any Notice to Proceed, or at other reasonable intervals decided by the City Manager, may elect at the City's discretion, to proceed with the Work on a phased basis. **A detailed Scope of Work will be developed by the City for each Work Order issued.**

END OF SECTION



SECTION 3 RFQ GENERAL CONDITIONS

3.1 ACCEPTANCE/REJECTION

The City reserves the right to accept any or all Qualifications that best meet the criteria in the Solicitation or reject any or all Qualifications and re-advertise. The City also reserves the right to reject any Proposer(s) who has previously failed to perform properly under the terms and conditions of a City contract, to deliver on time any contracts with the City, and/or who does not have the capacity to perform the requirements defined in this RFQ.

QUALIFICATIONS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not consider the curing of any Qualifications that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Qualifications will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process.

The City, at its sole discretion, may waive minor informalities, technicalities, minor irregularities, or deficiencies and request additional information/clarification for the services specified in this RFQ, and may withdraw and/or re-advertise the RFQ.

3.2 LEGAL REQUIREMENTS

This RFQ is subject to all applicable Federal, State, County, City, and local laws, codes, ordinances, rules, and regulations, loan documents, funding and grant agreements that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements. Proposer shall fully comply with all applicable Federal, State, County, City, and local laws, codes, ordinances, rules, and regulations, all loan, funding and grant requirements. The foregoing will be considered as part of the basic duties of performance of the Proposer under the Agreement.

3.3 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the City shall have the unqualified right to terminate the Work Order(s) and/or the Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the City or recourse against the City. No guarantee, promise, warranty, or representation is made that any particular work, work order(s), or any project(s) will be assigned to the Successful Proposer.

3.4 LICENSE REQUIREMENT

Proposers shall comply with all application Federal, State, and Local licensing requirements.

3.5 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

The City is seeking to procure a qualified architectural or engineering firm with experience in completing the Scope of Work as more fully described in Section 2 above. The Proposer shall, as of Qualification submission due date, have the following mandatory minimum qualifications and experience:



- 3.5.1** Have been licensed, registered, and practicing as an architecture and/or engineering firm authorized to conduct business in the State of Florida for the **last five years under its current business name**;
- 3.5.2** Possess a **minimum of five years** of professional experience with providing similar services as described in Section 2.3, "RFQ Scope of Services";
- 3.5.3** **Employ** a team member who has been licensed and practicing as an architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as an engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession, for a **minimum of five years**, who shall serve as the **Lead Architect/Engineer**, who shall be the primary lead for all design efforts of this Project, and who **shall be directly employed by the Proposer**;
- 3.5.4** Have team members who have been licensed and practicing as **Civil Engineers, Structural Engineers, and Mechanical, Electrical and Plumbing (MEP) Engineers**, under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession, for a **minimum of five years**;
- 3.5.5** Have a team member who has been licensed and practicing as a **Landscape Architect** under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," as applicable to the named profession, for a **minimum of five years**;
- 3.5.6** Have a team member who has been practicing as **CADD Technician** for a **minimum of five years**; and
- 3.5.7** Have a team member who has been practicing as a **Cost Estimator** for a **minimum of five years**.

Failure to meet the above-stated mandatory minimum requirements may result in the rejection of the Proposer's submittal as non-responsive.

Additionally, Proposers shall provide information on:

- 3.5.8** Proposer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, within the past five years; and
- 3.5.9** The Lead Architect/Engineer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, currently ongoing or completed within the past five years; and
- 3.5.10** The Civil Engineer's, Structural Engineer's, and MEP Engineer's resumes that reflect their education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past five years; and
- 3.5.11** The Landscape Architect's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project



similar in size, scope, and complexity to the Project described in this RFQ, within the past five years; and

3.5.12 The CADD Technician's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past five years; and

3.5.13 The Cost Estimator's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past five years.

Qualifications that do not completely adhere to all requirements may be considered non-responsive, and disqualified; see Section 4, "Instructions for Submitting a Qualification," for further directions. The City may consider a Qualification responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers should include documentation substantiating the above-stated name change and/or merger as part of its Qualification for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable. **Failure to include such documentation with the Qualification may result in the Qualification being deemed non-responsive.**

3.6 COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This Project may be funded with federal financial assistance from the Federal Emergency Management Agency ("FEMA"). The Selected Proposer must comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements. Per 2 C.F.R. § 200.326, the Agreement must contain all applicable required contract provisions listed at Appendix II to 2 C.F.R. Part 200. For more information regarding these provisions, see FEMA's Contract Provisions Template, available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf. Also, see attached Exhibit A.

3.7 PUBLIC ENTITY CRIMES

In accordance with Florida Statutes Section 287.133, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not: a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity; and e) transact business with any public entity in excess of the threshold amount of \$35,000.00 provided in Florida Statutes Section 287.017, CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Qualification, cancellation of the Agreement (if awarded), and may result in Proposer's debarment.



3.8 RESOLUTION OF PROTESTS

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may submit a notice of intent to protest in writing to the City Manager. Notice of Intent to Protest must be made no later than seventy-two (72) hours after the award of the contract followed by a formal written protest submitted within ten (10) days of the notice. Failure of a party to timely file a Notice of Intent to Protest and/or the Protest, shall constitute a forfeiture of such party's right to file a protest. **THERE WILL BE NO EXCEPTIONS MADE TO THIS REQUIREMENT.**

3.9 REVIEW OF QUALIFICATION FOR RESPONSIVENESS

Each Qualification will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A "responsive" Qualification meets the requirements of the RFQ, is submitted in the format outlined in Section 4.2, "Qualification Submission Format," is of timely submission, and has appropriate signatures/attachments, as required on each document.

3.10 COLLUSION

The Proposer, by submitting a Qualification, certifies that its Qualification is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Qualification for the same Services, or with any City instrumentality, department, or agency. The Proposer certifies that its Qualification is fair, without control, collusion, fraud, or other illegal action. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Qualifications where collusion may have occurred.

3.11 CLARIFICATIONS

The City reserves the right to request clarifications of information submitted, and to request any necessary supporting documentation or information from any Proposer after the Qualification Submission Due Date.

3.12 KEY PERSONNEL

Subsequent to submission of a Qualification and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause **and** prior written approval by the City. The City reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the City does not accept the proposed change(s), the Qualification may be rejected and not considered for award.

3.13 AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer agrees to provide access, at all reasonable times, to the City, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ, the Agreement, the loan reimbursement and grant reimbursement (if applicable), for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for five years after the City makes final payment and all other pending matters are closed. Proposer's



failure or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by the City.

3.14 PUBLIC RECORDS

The Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled "Contracts; public records; request for contractor records; civil action."

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 872-3021, VIA EMAIL AT publicrecords@panamcity.gov, OR REGULAR MAIL AT CITY OF PANAMA CITY OFFICE OF THE CITY CLERK, 501 HARRISON AVENUE, PANAMA CITY, FL 32401.

3.15 E-VERIFY

Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Successful Proposer during the term of the Agreement and shall expressly require any Subconsultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant during the Agreement term.

3.16 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City has a financial interest, directly or indirectly, in the ownership of the Proposer except as disclosed herein. Any such interests shall be disclosed in writing to the City.

3.17 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: a) submit a response on a contract to provide goods or services to a public entity; b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a response on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

3.18 NONDISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

3.19 UNETHICAL BUSINESS PRACTICE PROHIBITIONS



Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon the award of the Contract.

3.20 BONDING

For construction or facility improvement contracts or subcontracts exceeding \$250,000 funded in whole or in part with federal financial assistance, the following bonding requirements apply pursuant to 2 C.F.R. § 200.325:

- 3.20.1** A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 3.20.2** A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3.20.3** A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

"Construction work" (as defined by 44 C.F.R. § 60-1.3) means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

3.21 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Qualification shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

END OF SECTION



SECTION 4 INSTRUCTIONS FOR SUBMITTING A QUALIFICATION

4.1 SUBMISSION REQUIREMENTS

Submit the following information and documents with the Qualification. Failure to do so may cause the Qualification to be deemed non-responsive. Qualifications deemed non-responsive will receive no further consideration.

Each Qualification must contain the following documents and forms required by Sections 4.1.1-4.1.3, fully completed, and signed as required. Proposers shall prepare their Qualification utilizing the same format outlined below in Section 4.2, Qualification Submission Format. Each item of the Qualification, as stipulated in Section 4.1.1-4.1.3, shall be separated by a tabbed divider identifying the corresponding item number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers shall not include any documents not specifically required or requested. The submission of such documentation may adversely affect the evaluation of the Qualification by the Evaluation Panel.

Hard cover binders shall not be used in the submission of the Qualification. Proposers should also make every effort to utilize recycled paper in preparing its Qualification. Double-sided printing is permitted, provided that the Qualification complies with the format set forth in Section 4.2.

Do not include additional information not requested in this RFQ, unless specified in an Addendum. This RFQ requires the use and submission of specific City forms. The City forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize the City's forms will result in the rejection of the Qualification as non-responsive.

4.1.1 Content of Qualifications and Experience Requirements:

All forms referenced in Sections 4.1.1-4.1.3 are required (as applicable) and can be obtained by emailing Dawn Kirkland at dkirkland@panamacity.gov. Please note, the required forms package that is emailed will include all required forms, but not all forms included in the package are required. Only use required forms. Additional pages may be used for each form if more space is needed.

A. **Table of Contents**

The Table of Contents should follow in sequential order the sections and documents specified in Section 4.1.1-4.1.3, including all documents requested in subsections. All pages of the Qualification must be consecutively numbered and correspond to the Table of Contents.

B. **Qualification Letter**

Proposer shall complete and submit **Form RFQ-PCL** for this section of the Qualification (one-page maximum).



- C. **Narrative**
Proposer shall complete and submit **Form RFQ-PN** for this section of its Qualification. Provide a brief overview of the Proposer's firm and why the Proposer is the most qualified for this Project.
- D. **Qualifications of the Proposer/Prime Consultant**
Proposers shall complete and submit **Form RFQ-QPC** for this section of its Qualification. Proposers must possess a **minimum of five years** of professional experience providing architectural and/or engineering for similar projects. In addition, Proposers must have been practicing as a registered architecture or engineering firm **authorized to conduct business in the United States for the last five consecutive years under its current business name** (current business name means the actual official name on file with the State of Florida or other State under which the business is authorized to conduct business, of the business entity or firm submitting the Qualification), as of the Qualification Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted to demonstrate the Proposer's ability to satisfy all the minimum qualification requirements identified in Section 3.5, "Minimum Qualifications and Experience Requirements."
- Proposer also must disclose, in detail, any and all judgments, assessments, impositions, charges, suits, actions, decrees, orders, claims, arbitrations, and back charges asserted or awarded against the Proposer or any proposed Sub-Consultant in the past seven years, which exceed \$100,000.00. Qualifications that do not contain such documentation may be deemed non-responsive. **No company brochures are to be included as part of the Qualification.**
- E. **Experience of the Proposer/Prime Consultant**
Proposer shall complete and submit **Form RFQ-EPC** for this section of its Qualification to provide a comprehensive summary of the Proposer's experience in providing lead architecture or lead engineering services. The Proposer **MUST** have served as the **lead/prime consultant on at least three completed or ongoing similar projects** similar in size, scope, and complexity to the Project described in this RFQ, within the past five years. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the Proposer, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost.
- Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing similar projects shall result in a non-responsive determination for the Qualification.**
- One (1) Form RFQ-EPC needs to be submitted for each referenced project.**
- F. **Qualifications of the Lead Architect/Engineer (Key Personnel)**
Proposer shall complete and submit, on behalf of the Lead Architect/Engineer (LAE), **Form RFQ-QKP** for this section of its



Qualification for the LAE who shall serve as the primary lead on the Proposer's Team. The proposed LAE must: **a)** have been practicing as a registered architect or engineer, as applicable for the named profession for a minimum of five years; and **b)** be an employee of the Proposer. The proposed LAE is required to meet both conditions as of the Qualification Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted to demonstrate the Proposer's ability to satisfy all the minimum qualification requirements identified in Section 3.5, "Minimum Qualifications and Experience Requirements."

G. **Experience of the Lead Architect/Engineer (Key Personnel)**

Proposer shall complete and submit, on behalf of the LAE, **Form RFQ-ELAE** for this section of its Qualification to provide a comprehensive summary of the LAE's experience, including a minimum of five (5) years' architecture and/or engineering design experience, and having served as a lead architect or lead engineer on **at least three completed or ongoing similar projects**, within the last five years, similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost. Proposer shall also provide a one-page resume reflecting the LAE's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing projects similar to the Scope of Services herein, including resume, shall result in a non-responsive determination for the Qualification.

One Form RFQ-ELAE needs to be submitted for each referenced project.

H. **Qualifications and Experience of the Civil Engineers, Structural Engineers, and MEP Engineers**

Proposer shall complete and submit **Form RFQ-QSC** for this section of its Qualification for each Civil Engineer, Structural Engineer, and MEP Engineer. Proposer shall identify the Civil Engineers', Structural Engineers', and MEP Engineers' number of years of experience in the required professional services.

Licenses and any other pertinent information shall be submitted which demonstrates satisfaction of all the Civil Engineer, Structural Engineer, and MEP Engineer requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for each Civil Engineer, Structural Engineer, and MEP Engineer that reflects each of the Civil Engineer's, Structural Engineer's, and MEP Engineer's education, qualifications, and experience within the last five years on currently ongoing or completed projects similar in nature to the Project described in this RFQ.



Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, for each, shall result in a non-responsive determination for the Qualification.

I. **Qualifications and Experience of the Landscape Architect**

Proposer shall complete and submit **Form RFQ-QSC** for this section of its Qualification for the Landscape Architect. Proposer shall identify the Landscape Architect's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrate satisfaction of all the Landscape Architect requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Landscape Architect that reflects the Landscape Architect's education, qualifications, and experience within the last five years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Qualification.

J. **Qualifications and Experience of the CADD Technician**

Proposer shall complete and submit **Form RFQ-QSC** for this section of its Qualification for the CADD Technician. Proposer shall identify the CADD Technician's years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrates satisfaction of all the CADD Technician requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the CADD Technician that reflects the CADD Technician's education, qualifications, and experience within the last five years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.



Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Qualification.

K. **Qualifications and Experience of the Cost Estimator**

Proposer shall complete and submit **Form RFQ-QSC** for this section of its Qualification for the Cost Estimator. Proposer shall identify the Cost Estimator's years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrates satisfaction of all the Cost Estimator requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Cost Estimator that reflects the Cost Estimator's education, qualifications, and experience within the last five years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Qualification.

L. **List of Sub-Consultants/Sub-Contractors**

Proposer shall complete and submit **Form RFQ-QSC** for this section of its Qualification, listing all Sub-Consultant/Sub-Contractor firms. Proposer shall base the Qualification on the anticipated levels of staffing required to deliver the services identified in Section 2.3, Scope of Services. Proposer shall list all proposed Sub-Consultants/Sub-Contractors to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work (service or commodity) and SBE certification by the City of Panama City (if applicable).

It is anticipated that the Agreement will be funded in whole or in part by federal financial assistance subject to 2 C.F.R. Part 200 (e.g., FEMA disaster assistance); therefore with respect to the solicitation of Sub-Consultants/Sub-Contractors, the Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;



4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. **Team Organizational Chart**

An organizational chart of the Proposer's Team shall be provided which identifies and indicates the hierarchical relationships for all Team Members.

4.1.2 Design Philosophy and Technical Capabilities Statement:

A. **Design Philosophy and Process**

Proposer shall complete and submit **Form RFQ-DPP** for this section of its Qualification. Proposer shall include a brief explanation of its design philosophy, methodology, and process as it relates to this RFQ. This should include an understanding of the Scope of Services; clearly defined issues commonly encountered and methodology for resolution of these project issues; value engineering; and the process and approach to meeting the requirements of the Scope of Services.

B. **Technical Capabilities and Approach**

Proposer shall complete and submit **Form RFQ-TCM** for this section of its Qualification to provide a brief comprehensive explanation of the firm's technical capabilities and approach to architectural and engineering design including the following:

- Manpower planning, including scheduling and allocation of resources; Ensuring timely completion of projects/phases;
- Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders;
- Capacity to provide on-call services in a timely manner;
- Computer aided design and drafting capabilities;
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements, including Panama City's; and,
- Prior experience with governmental agencies.

4.1.3 RFQ Qualification Forms:

All forms can be requested from Dawn Kirkland at dkirkland@panamacity.gov. Additional pages may be added with each form as necessary. Forms for each item is listed in Section 4.2, under the Table of Contents. The forms package will contain all required forms but may also contain additional forms that are not



required by this RFQ. Additionally, the following Forms and documentation are required, as applicable:

- A. RFQ Qualification Forms – Proposer shall sign and submit each applicable RFQ Qualification Form (reference Section 6.0 forms in request)
- B. Letter of Agreement(s) (LOA) – Form RFQ-LOA
- C. Business Tax Receipt/Occupational License (if applicable in the location Proposer is doing business and if required by professional standards)
- D. FDOT Notice of Qualifications (if applicable)

4.2 QUALIFICATION SUBMISSION FORMAT

Proposers shall prepare and submit the Qualification in the format below. Failure to comply with this format may result in the Qualification being deemed non-responsive.

Table of Contents

Section A

- 1. Table of Contents
- 2. RFQ-PCL Qualification Cover Letter
- 3. RFQ-PN Qualification Narrative
- 4. RFQ-QPC Qualifications of the Proposer/Prime Consultant
- 5. RFQ-EPC Experience of the Proposer/Prime Consultant
- 6. RFQ-QKP Qualifications of the Lead Architect/Engineer
- 7. RFQ-ELAE Experience of the Lead Architect/Engineer plus Resume
- 8. RFQ-QSC Qualifications and Experience of the Civil Engineers, Structural Engineers, and MEP Engineers and Resumes
- 9. RFQ-QSC Qualifications and Experience of the Landscape Architect and Resume
- 10. RFQ-QSC Qualifications and Experience of the CADD Technician and Resume
- 11. RFQ-QSC Qualifications and Experience of the Cost Estimator and Resume
- 12. RFQ-QSC List of Sub-Consultant(s)/Sub-Contractor(s)
- 13. Team Organizational Chart

Section B

- 1. RFQ-DPP Design Philosophy and Process
- 2. RFQ-TCM Technical Capabilities and Approach

Section C

- 1. RFQ Qualification Forms (if applicable)
- 2. Letter of Agreement(s) – Form RFQ-LOA (if applicable)
- 3. Business Tax Receipt(s)/Occupational License (if applicable)



4. FDOT Notice of Qualifications (if applicable)

4.3 QUALIFICATION SUBMISSION DATE AND LOCATION

One unbound, tabbed original hardcopy and one copy in digital format (preferably on a USB drive) in .pdf file format of your complete Qualification for this RFQ shall be delivered in accordance with the following:

Qualification Submission Due Date: March 15, 2023 by 2:00 p.m.

Qualification Delivery Location: PMO Department Rm 238
Attn: Dawn Kirkland
City of Panama City
501 Harrison Ave.
Panama City, Florida 32401

Qualifications must be clearly marked on the outside of the package referencing the following documentation: **RFQ PC23-031 - PROFESSIONAL SERVICES FOR DESIGN OF HARRISON AVE. RECONSTRUCTION PHASE II**

Qualifications received at any other location than the aforementioned, or after the Qualification Submission Due Date and time, shall be deemed non-responsive, and shall not be considered.

Qualifications must be signed by an official authorized to bind the Proposer to the provisions given in the RFQ and their Qualification. Qualifications are to remain valid **for at least 180 days**. Upon award of an Agreement, the contents of the Successful Proposer's Qualification shall be incorporated within and included as part of the Agreement. Additional information on submission requirements can be found in Section 4.1, Submission Requirements.

4.4 SUBMITTAL GUIDELINES

4.4.1 General

Only one (1) Qualification from an individual, firm, partnership, corporation, or joint venture will be considered in response to this RFQ. Subconsultants and Subcontractors may be included in more than one Qualification submitted by more than one Proposer. A firm, partnership, corporation, or joint venture that submits a Qualification shall not be a Subconsultant on another Qualification submitted under this RFQ.

Proposer must clearly identify any Subconsultants proposed to be used, and provide for the Subconsultant the same information required of the Proposer. The City retains the right to accept or reject any proposed Subconsultants.



4.4.2 Selection Process Timetable

A&E SELECTION PROCESS TIMETABLE (subject to change)		
Steps	Max Calendar Days	Expected Date
Issue Advertisement	1	2/24/2023
Voluntary Pre-Qualification Conference	5	3/1/2023
Questions Due per RFQ Section 1.5	5	3/6/2023
Deadline for Issuing Addendum (if necessary) ¹	2	3/8/2023
Qualification Due Date	7	3/15/2023
Due Diligence and Responsiveness/Responsibility Review	2	3/17/2023
Evaluation Panel Review and Evaluation Panel Report	3	3/20/2023
Recommendation back from City Manager	3	3/23/2023
Negotiations with Selected Consultant	4	3/28/2023
Award Memo Preparation and Review	3	3/31/2023
Award Memo Back from City Manager	3	4/3/2023
Total Business Days	38	
City Commission Approval (if applicable)	8	4/11/2023
Total Max Business Days	46	

END OF SECTION

¹ The City will endeavor to issue any addenda on or before this date, but reserves the right to issue the addenda at any time prior to the due date and time of the proposals.



SECTION 5 EVALUATION/SELECTION PROCESS

5.1 EVALUATION PROCEDURES

The procedure for Qualification evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Qualifications.
3. Opening and listing of all Qualifications received.
4. Preliminary review by City's Purchasing staff for compliance with the submission requirements of the RFQ, including verification that each Qualification includes all documents required.
5. Review by professional staff and/or an Evaluation Panel (the "Panel") certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Panel, appointed by the City Manager, will meet to evaluate each responsive Qualification in accordance with the requirements of this RFQ. Purchasing staff will compile the preliminary evaluations for each responsive Qualification, whereby the Panel will establish a shortlist including a minimum of three firms deemed the most highly qualified to perform the required services, unless fewer than three Qualifications are received.
7. The Panel may hold oral presentations and interview sessions with the shortlisted firms, to include a visual component, ranging from a collage or sketch to a high-resolution rendering, to convey the shortlisted firms' vision for the Project. Subsequent to oral presentations, the Panel will reevaluate the Qualifications, in conjunction with the oral presentations.
8. The Panel will forward its recommendation to the City Manager, listing the Proposers in rank order.
9. After reviewing the Panel's recommendation, the City Manager may:
 - a. Approve the recommendation of the Panel and authorize Purchasing to enter into negotiations with the top ranked Proposer or request that the Panel provide additional information as to the ranking of the Qualifications;
 - b. Prepare a recommendation for the City Commission and seek the award of the agreement to a Proposer;
 - c. Reject the Panel's recommendation and instruct the Panel to re-evaluate and make further recommendations;
 - d. Reject all Qualifications; or
 - e. Recommend that the City Commission reject all Qualifications.
10. Upon successful negotiation of the Agreement(s), Purchasing will forward the recommended Agreement(s) to the City Manager for approval, and the City Manager upon acceptance of the negotiated Agreement(s) will forward the recommended Agreement to the City Commission for approval and award of the Agreement(s). All Cost-plus-percentage-of-costs contracts are prohibited and will not be awarded. Time and materials type contracts will only be awarded pursuant to the terms and provision of 2 C.F.R. Section 200.318(j). Where Purchasing is not able to negotiate successfully an Agreement with the



top ranked Proposer(s), Purchasing will recommend to the City Manager that such negotiations be terminated, and that Purchasing enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Qualifications are rejected.

11. After reviewing the City Manager's recommendation, the City Commission may:

- a. Approve the City Manager's recommendation and authorize award of the Agreement(s). Upon approval of the City Manager's recommendation, an award memorandum will be included on the City's webpage, www.panamcity.gov of which written notice shall be provided to all Proposers;
- b. Reject the City Manager's recommendation to award the Agreement(s); or
- c. Reject all Qualifications and direct the City Manager to re-open negotiations or to solicit new Qualifications.

5.2 EVALUATION CRITERIA

Qualifications will be evaluated by considering the following:

- Proposer's Qualifications and Experience
- Proposer's Lead Architect/Engineer Qualifications and Experience
- Proposer's Team Qualifications and Experience
- Design Philosophy and Process
- Technical Capabilities and Approach/Capacity

Please note, Qualifications will not be evaluated on a point system and each criterion is considered equally important.

END OF SECTION



SECTION 6 RFQ QUALIFICATION FORMS

6.1 RFQ INFORMATION AND ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFQ, its response thereto, including without limitation, all Addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

6.1.1 RFQ Addenda Acknowledgement

Addendum No. 1, Dated _____

Addendum No. 2, Dated _____

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

6.1.2 RFQ Determination of Responsiveness Acknowledgement

The Proposer hereby acknowledges and understands that the City will review each Qualification to determine responsiveness in accordance with the minimum and submission requirements of this RFQ, as identified in Section 3.5, Minimum Qualifications and Experience Requirements and Section 4.1, Submission Requirements. **QUALIFICATIONS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION.** The City will not consider the curing of any Qualifications that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Qualifications will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process. The following list describes most but not all Qualification irregularities, deficiencies, and technicalities that shall result in a non-responsive determination:

- A. **Lack of any required documentation/information/form requested in Section 4.1.1 including, but not limited to:**
 - 1. Qualification Letter
 - 2. Narrative
 - 3. Qualifications and Experience of Proposer
 - 4. Qualifications and Experience of any of the Proposer's Team Members
 - 5. Team Organizational Chart
- B. **Lack of any required documentation/information/form requested in Section 4.1.2 including, but not limited to:**
 - 1. Design Philosophy and Process
 - 2. Technical Capabilities and Methodology Approach
- C. **Lack of any required documentation/information/form requested in Section 4.1.3 including, but not limited to:**
 - 1. RFQ Qualification Forms (including forms in Section 6.0)



2. Occupational Licenses tax receipt (if required where doing business)
3. Copies of the SBE Certification for Proposer or Proposer's team members (if applicable)
4. FDOT Notice of Qualifications (if applicable)

D. Lack of any other documentation/information/form requested in the RFQ document.

Missing forms, unsigned forms, or forms signed by any individual, other than either the Proposer, Proposer's team members, and/or individuals personally attesting to the portrayed project experience will not be cured and shall cause a Qualification to be deemed non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations/irregularities not listed above. Such minor deviations may be cured by the Proposer, at the sole discretion of the City. Material deviations/irregularities cannot be waived by the City or cured by the Proposer.

RFQ No. _____

I certify that all information contained in response to this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting an RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Name: _____

Title: _____

Authorized Signature: _____



6.1.3 CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
a corporation existing under the laws of the State of _____, held on _____, 20____,
the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as President of the Corporation, be and is hereby authorized to
execute the Qualification dated, _____, 20____, to the City of Panama City and this Corporation
and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal
affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this
_____, day of _____, 20____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS
FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S QUALIFICATION**



6.1.4 CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____
organized and existing under the laws of the State of _____, held on _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized
to execute the Qualification dated, _____ 20____, to the City of Panama City and this
Partnership and that their execution thereof, attested by the shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS
FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S QUALIFICATION**



6.1.5 CERTIFICATE OF AUTHORITY (IF LIMITED LIABILITY CORPORATION)

STATE OF _____)
_____) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____
organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution
was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be
and is hereby authorized to execute the Qualification dated, _____ 20____, to the City of
Panama City and that their execution thereof shall be the official act and deed of this Limited Liability
Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary: _____

(SEAL)

**FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS
FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S QUALIFICATION**



6.2 LOCAL DEBARMENT AND SUSPENSION

6.2.1 Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Project Management Office and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of City contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractor from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Contractors shall be exercised in accordance with regulations, which shall be issued by the Project Management Office after approval by the City Manager, the City Attorney, and the City Commission.

6.2.2 Causes for debarment or suspension include the following:

- A. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or Qualifications.
- D. Violation of contract provisions, which is regarded by the Project Management Office to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- E. Debarment or suspension of the contractual party by any federal, state, or other governmental entity.
- F. False certification pursuant to paragraph 6.2.3 below.
- G. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.

6.2.3 Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or, debarred or suspended, as set forth in paragraph 6.2.2(E). The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph 6.2.2(E).

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____



6.3 FEDERAL DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Qualification, the Consultant (referred to herein as the "prospective lower tier participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Qualification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, Qualification, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Qualification is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Qualification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Qualification that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The



knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this Qualification, 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 prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Qualification.

Consultant Company Name

RFQ Number

Name

Title

Signature

Date



AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture(r) in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete, and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture(r) relevant to the joint venture, by authorized representatives of the City. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm:_____

Name of Firm:_____

Signature:_____

Signature:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



6.4 CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Consultant Name

Signature of Consultant's Authorized Official

Name and Title of Consultant's Authorized Official

Date