

Panama City Port Authority



REQUEST FOR QUALIFICATIONS

CONTINUING PROFESSIONAL SERVICES CONTRACT

PANAMA CITY, FLORIDA

Panama City Port Authority
REQUEST FOR QUALIFICATIONS (“RFQ”)
FOR
CONTINUING PROFESSIONAL SERVICES CONTRACT

The Panama City Port Authority (hereinafter the “Port Authority) is requesting Statements of Qualification from qualified firms to provide Continuing Professional Services (hereinafter “Respondent”). Statements of Qualification must be received by the **Port Authority at One Seaport Drive, Panama City, Florida 32401**, by 4:00 PM Central Time on April 20, 2018. Statements of Qualifications submitted after 4:00 PM Central Time on April 20, 2018 may be rejected by the Port Authority regardless of the reason.

Statements of Qualification may be submitted in person at the Administrative Office located at the address listed above or via U. S. mail or courier service delivered to said address. Statements of Qualifications must be delivered in sealed packages and must be plainly marked, “**RFQ CONTINUING PROFESSIONAL SERVICES CONTRACT**” along with the Respondent’s name and address. Please review all documents pertaining to this request before submitting requested information.

The Request for Qualifications documents may be obtained free of charge at the Administrative Office located at **One Seaport Drive, Panama City, Florida 32401** or by emailing a request for the same to receptionist@portpanamacityusa.com. Proposals will be evaluated using the evaluation criteria included in the Request for Qualifications.

The Port Authority reserves the right to reject any or all Statements of Qualifications in whole or in part, to waive informalities in the process, to obtain new submittals, or to postpone the opening of responses submitted pursuant to Port Authority policy. **Port Panama City is an Equal Opportunity Employer.**

CHARLES P. LEWIS
DEPUTY DIRECTOR

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
CONTINUING PROFESSIONAL SERVICES CONTRACT

I. **GENERAL CONDITIONS**

- A. The Panama City Port Authority, hereinafter referred to as the Port Authority or Owner, under the provisions of Florida Statutes, Chapter 287.055, seeks Statements of Qualifications (SOQ) from qualified firms, hereinafter referred to as Respondent or Engineer, to provide continuing Professional Engineering Services and related professional services.

- B. Statements of Qualification may be submitted in person at the Administrative Offices of the Port Authority located at One Seaport Drive Panama City, Florida 32401, or via U. S. mail or courier service delivered to said address. All submittals must be provided in sealed packages and must be plainly marked, **“RFQ CONTINUING PROFESSIONAL SERVICES CONTRACT”** along with the Respondent's name and address. The Port Authority staff must receive all responses before 4:00 PM Central Time on April 20, 2018. Proposals received after the stated time will be refused regardless of the reason. It is the sole responsibility of the Respondent to ensure the proposal is received prior to the stated deadline. Submittals received after this time will be automatically rejected and returned unopened.

- C. Submit one (1) clearly marked, manually signed original proposal, three (3) complete copies, and one (1) electronic copy (CD or flash drive: PDF format).

- D. The Port Authority reserves the right to reject any one or all statements, or any part of any statement, to waive any informality in any statement and to award a contract deemed to be in the best interest of the Port Authority.

- E. In the event that any Respondent requires any clarification or has any questions regarding the RFQ or any portion thereof, Respondent must direct in writing all inquiries and requests for clarification regarding the meaning or interpretation of this RFQ or any portion thereof to Charles Lewis, Deputy Director, email clewis@portpanamacityusa.com. The deadline to submit said questions and requests is Friday, April 6, 2018, at 4:00 p.m., CST. No oral interpretations will be made to any Respondent as to the meaning or interpretation of any portion of this RFQ. All written inquiries and responses will be submitted as addenda and posted on Port Authority's website. Interested parties are encouraged to register with “Notify Me” at the Port Authority's website to ensure notification of postings. It is the sole responsibility of the Respondent to determine if any addenda have been issued.

- F. From the date of release of this RFQ until award of the contract, no contact with appointed officials related to this solicitation is permitted. In accordance with § 287.057(23) Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hour period following the agency posting the notice of intended award, any employee or Board member of the Port Authority concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." All inquiries must be submitted in writing to the Deputy Director as referenced above. All communications shall be directed to the Port Authority representative listed above. Any such unpermitted contact may result in the disqualification of the respondent's submittal.
- G. All changes, modifications, or interpretations shall be handled by the Port Authority. In no case will verbal communication between the Port Authority and a Respondent override written communications or documentation. All communications must be in writing to be considered part of this RFQ.
- H. Each respondent shall become fully informed as to the extent and character of the services and work contemplated by this RFQ. No consideration will be granted for any alleged misunderstanding of the material or services to be furnished or work to be done, it being understood that the submission of a SOQ by the Respondent is an agreement with all of the items and conditions referred to herein.
- I. Responses will be evaluated on ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firm; and any other relevant factors as determined to be in the best interest of the Port Authority .
- J. Responses shall be binding upon the Respondent and irrevocable for 90 calendar days following the RFQ opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- K. Neither the Port Authority nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFQ. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered "nonresponsive", and, therefore, rejected.
- L. This RFQ is subject to all legal requirements contained in all applicable County, State and Federal statutes. Where conflict exists between this RFQ and any such legal requirements, the authority shall prevail in the following order: Federal, State, and local.

M. All prospective Respondents will be afforded full opportunity to submit SOQs to this RFQ and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered into pursuant to this notice.

N. The Port Authority reserves the right to:

1. Request clarification and additional information from any respondent during the evaluation process.
2. Negotiate with the selected Respondent(s) to include further services not identified in this RFQ.
3. Refuse to review SOQs if at least three (3) are not submitted.
4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
5. Issue subsequent RFQ's based on refinement of concepts proposed in response to this request.
6. Conduct investigations of the qualifications of the Respondent(s) as deemed appropriate.

O. Submission of a SOQ indicates acceptance by the Respondent of the conditions contained in this RFQ, unless clearly and specifically noted in the SOQ and confirmed in the contract between the Port Authority and the Respondent(s) selected.

P. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the Port Authority upon any debtor contract or is in default as surety or otherwise upon any obligation to the Port Authority, or has failed to perform faithfully any contract with the Port Authority .

Q. No appointed official or employee of the Port Authority will participate in any decision relating to the agreement that affects his or her personal interest or relating to any agreement in which he or she has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.

R. The Respondent acknowledges that the Port Authority is a creation of the Florida Legislature and subject to the Florida Public Records law. The Respondent agrees that, to the extent any document produced under this agreement constitutes a public record, the Respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be

public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first.

- S. **If the Respondent has questions regarding the application of Chapter 119, Florida Statutes, to the Respondent's duty to provide public records relating to this contract, contact the Custodian of Public Records at (850)767-3220; [shusbands@portpanamacity usa.com](mailto:shusbands@portpanamacityusa.com) ;or, One Seaport Drive , Panama City, FL 32401.**
- T. The recommended award will be posted on the Port Authority's website. Failure to file a written protest to the Deputy Director within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proposal protest proceedings.
- U. All material submitted with any SOQ will become the property of the Port Authority unless otherwise requested at the time of submission.
- V. The RFQ is open to public inspection and may be obtained from the Administrative Office at One Seaport Drive, Panama City, Florida 32401, telephone (850) 767-3220, or at receptionist@portpanamacityusa.com .
- W. A Respondent, person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for category two for a period of 36 months from the date of being placed on the convicted vendor list.

II. SUMMARY OF TERMS OF PROFESSIONAL SERVICES AGREEMENT

- A. The contemplated Professional Services Agreement will provide for an initial term with a duration of five (5) years with the Port Authority's option to renew the Agreement for not more than two (2) additional one (1) year terms. Once Engineers have been qualified and executed the Professional Services Agreement, said Engineer(s) must maintain their availability and keep all licenses and insurance certificates current in order to continue their qualification.
- B. The RFQ, the SOQ, the information contained in the SOQ, and any written documents supplementing, amending, or incorporating the RFQ or SOQ shall be incorporated into the Professional Services Agreement between the Port

Authority and the Engineer unless expressly provided otherwise by the parties. The Professional Services Agreement may be amended only by written agreement of the Engineer and the Port Authority. In the event a conflict exists between documents, the order for contract interpretation will be the Professional Services Agreement, the Port Authority's RFQ, and the Engineer's SOQ.

- C. The Port Authority may terminate the Professional Services Agreement at any time for cause, and may terminate the Professional Services Agreement with or without cause by giving at least thirty (30) days prior written notice. The Engineer may terminate the Professional Services Agreement at any time without cause by giving ninety (90) days prior written notice to the Port Authority. In the event of termination by mutual agreement, the Engineer shall be compensated for services rendered. The Engineer will have no claim against the Port Authority for lost profits or compensation for lost opportunities.
- D. All reports, documents, or other written material developed by the Engineer in the performance of the Professional Services Agreement shall be and remain the property of the Port Authority without restriction or limitation upon its use or dissemination by the Port Authority. Such material shall not be the subject of a copyright application by the Engineer.
- E. The Engineer shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the Port Authority. The Engineer is, and shall at all times remain as to the Port Authority, wholly independent. The Engineer shall have no power to incur any debt, obligation, or liability on behalf of the Port Authority or otherwise act on behalf of the Port Authority as an agent.
- F. Neither the Professional Services Agreement, if any, nor any duties or obligations there under shall be assignable by the Engineer without the prior written consent of the Port Authority, which consent may be withheld by the Port Authority in the Port Authority's sole and absolute discretion.
- G. The Engineer is fully responsible for all work performed under the Professional Services Agreement, if any. The Engineer may, with the prior written consent of the Executive Director or Deputy Director of the Port Authority, enter into written subcontract(s) for performance of certain of its functions under the Professional Services Agreement. No subcontract(s) which the Engineer enters into under the Professional Services Contract, if any, shall in any way relieve the Engineer of any responsibility for performance of its duties. Engineer is responsible to fully notify any sub consultant(s) of their responsibilities under any subcontract. All payments to sub consultants shall be the sole responsibility of the Engineer.
- H. The Engineer shall perform all work and services contemplated by the Professional Services Agreement to the highest professional standards and in a manner reasonably satisfactory to the Executive Director of the Port Authority or his designee. The Port Authority may from time to time assign additional or different tasks or services to the Engineer, provided such tasks are within the

scope of services described in the Professional Services Agreement. However, no additional or different tasks or services will be performed by Engineer other than those specified or those so assigned in writing.

- I. The Engineer, in the course of its duties, may have access to confidential data of the Port Authority, private individuals, tenants, employees, or other independent contractors associated with the Port Authority. The Engineer covenants that all data, documents, discussion, or other information developed or received by the Engineer or provided in connection with the Engineer's performance of the Professional Services Agreement are deemed confidential and shall not be disclosed without written authorization by the Port Authority. The Port Authority shall grant such authorization if disclosure is required by law, but may otherwise deny the same in the Port Authority's sole and absolute discretion. All Port Authority data shall be returned to the Port Authority upon termination of the Professional Services Agreement. The Engineer's covenant under this section shall survive termination of the Professional Services Agreement.
- J. The Engineer shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to the Professional Services Agreement. The Engineer shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Engineer is an out-of-state corporation, limited liability company, or other entity it must be qualified or registered to do business in the State of Florida. The Port Authority, its officers, and employees shall not be liable at law or in equity occasioned by failure of the Engineer to comply with this section.
- K. At all times during the term of the Professional Services Agreement, the Engineer shall have in full force and effect all licenses required of it by law for performance of the services within its scope of work.
- L. The RFQ and Professional Services Agreement, if any, and any disputes there under will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any Professional Services Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. Port Authority and Engineer hereby agree that this RFQ and resulting Professional Services Agreement, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Bay County, Florida.
- M. The awarded Engineer shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for at least five (5) years after completion of the Professional Services Agreement. The Port Authority shall have access to such books, records, subcontract, financial operations, and documents of the Engineer or its sub consultants as required in order to comply with this section for the purpose of

inspection or audit during normal business hours at the Engineer's place of business.

- N. The above items are summary in nature and not intended to encompass the entire Professional Services Agreement between the Port Authority and Engineer. A sample DRAFT Professional Services Agreement has been attached.

III. PROPOSAL PROCEDURES

A. SCHEDULE

Description	Date/Time
Issue Request for Qualifications	February 27, 2018
Deadline for Consultants to submit written questions or seek clarification of the RFQ	The Port Authority will accept questions until 4:00 PM, Central Time, Friday, April 6, 2018. Responses will be issued as addenda and answers emailed to all know qualifiers as they are received.
SOQ Submission Deadline	4:00 PM, Central Time, April 20, 2018
Interviews (if deemed desirable in the Port Authority's sole and absolute discretion)	Week of April 23-27, 2018
Evaluations Finalized	May 4, 2018
Board Approval	May 10, 2018
Contract Performance	June 1, 2018 – May 31, 2021

B. AWARD OF CONTRACT

1. The Port Authority intends to award a contract or contracts resulting from this solicitation to the responsible firm(s) whose qualifications represent the best value after evaluation in accordance with the criteria in this solicitation.
2. The Port Authority reserves the right to evaluate Statements of Qualifications and award a contract without interviews with offerors. Therefore, the Respondent's initial statement of qualifications should contain the Respondent's best presentation of the firm's capabilities and experience.
3. The Port Authority reserves the right to make multiple awards if, after considering the additional administrative costs, the Port Authority determines that it is in the Port Authority's best interest to do so.

4. The Port Authority reserves the right to conduct negotiations with the highest ranked Respondent, or Respondents, if more than one Engineer is deemed necessary.
5. The Port Authority reserves the right not to use all services contained in this RFQ.

IV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to the Port Authority, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Port Authority acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of the Port Authority acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- C. The Port Authority shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- D. To the fullest extent permitted by law, the Engineer shall defend, indemnify, and hold harmless the Port Authority, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the consultant or its sub-consultants, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of the Port Authority.

V. INSURANCE REQUIREMENTS

- A. The Engineer, sub consultants, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to the Port Authority; nor shall the Engineer permit any sub consultants, vendors, or suppliers to begin work until similar insurance to cover the sub consultants, vendors, or suppliers has been obtained and approved by the Engineer.
- B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the Engineer to identify deficiencies in any insurance provided by sub consultants, vendors, or suppliers shall not relieve sub consultants, vendors, or suppliers from any insurance obligations.

C. Coverage Required

1. **Workers Compensation and Employer's Liability** - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:
- \$1,000,000 E.L. Each Accident
 - \$1,000,000 E.L. Disease - Each Employee
 - \$1,000,000 E.L. Disease - Policy Limit

The policy shall include a waiver of subrogation in favor of the Port Authority. The certificate must clearly identify that coverage applies in the state the Engineer, sub consultant, vendor, or supplier is located and includes coverage for Florida as required by statute.

2. **Commercial General Liability** - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:
- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations
 - d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
 - e. Employees and Volunteers as Additional Insured for both on-going and completed operations
 - f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
 - g. Blanket Contractual Liability
 - h. Primary and Non Contributory Endorsement
 - i. Independent Consultant's Liability
 - j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)

3. **Commercial Automobile Liability** - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:
 - a. Bodily Injury and Property Damage: \$1,000,000 combined single limit
 - b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. **Professional Liability Insurance** - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Engineer, sub consultant and its sub-sub consultants and/or sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to the Port. Minimum limits are:
 - Prime Design Professional: \$1,000,000 per occurrence/aggregate;
 - Sub-Design Professional: \$1,000,000 per occurrence/aggregate.

Coverage shall include:

- a. Indemnification Endorsement: Panama City Port Authority and any other parties as required by contract as indemnified parties;
- b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;
- c. Delays in project completion and cost guarantees are covered;
- d. Insurance is primary and non-contributory;
- e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";
- f. Separation of insureds;
- g. Retroactive date: Will apply back to the first date of professional services;
- h. No exclusions for construction means, methods, techniques, sequences and procedures; and
- i. General Aggregate must apply per project.

For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with the Port Authority. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/subcontractor and a Sub-Design Professional is also a subsubcontractor.

D. Other Insurance Requirements

All insurance to be obtained by the Engineer, sub consultant, vendor, or supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall

contain a severability of interest clause (a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).

Additionally, if the Contract requires working on or around a navigable waterway, the Engineer shall provide evidence of United States Longshoremen's and Harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with federal statutes or proof of exemption.

E. Certificate of Insurance

Prior to commencing its performance under the contract, Engineer and all sub consultants, vendors or suppliers shall provide the Port Authority a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Engineer, sub consultant, vendor, or supplier shall maintain a current Certificate of Insurance with Port Authority for this period.

F. Waiver of Subrogation

All insurance coverage maintained by the Engineer and all sub consultants shall include a waiver of any right of subrogation of the insurers thereunder against the Port Authority, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Engineer and all sub consultants further waive all claims and all rights of subrogation against the Port Authority, employees, insurers and underwriters for loss of, or damage to, Engineer/sub consultant scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Engineer/sub consultant.

VI. SCOPE OF SERVICES (SEE EXHIBIT A)

The Port Authority is requesting statements of qualifications to provide continuing professional engineering services. This RFQ will permit the Port Authority to enter in to continuing services agreements as defined in § 287.055, Florida Statutes, and permit the Port Authority to request services to be provided on various projects and assignments on an as needed basis via individual task orders.

The Port Authority may engage one or more Engineers, pursuant to continuing service agreements, to be available to perform services which may include, but shall not be limited to surveying, planning, design, and/or construction, supervision of all Port Authority building, facility, and infrastructure projects. All

services are to be performed by appropriately licensed or registered persons under State laws governing the provision for engineering services.

Pursuant to §287.055, Engineers chosen to provide professional services for continuing service agreements as a result of this RFQ will not be required to bid against one another.

For a complete description of the various engineering services that the Port Authority has included within this RFQ please refer to Exhibit A.

VII. SUBMITTAL REQUIREMENTS

Any Respondent wishing to be considered is requested to submit the following documentation in the order listed:

1. Letter of interest.
2. Company Profile
 - a. The location of staffing and Respondent's resources expected to be made available to serve the Port Authority.
 - b. General capabilities.
 - c. Number of years in business.
3. Experience and Specific Capabilities
 - a. A description of the Respondent's personnel who will be assigned to the work detailed in the Scope of Services, including each individual's professional qualifications (education, registrations, and professional affiliations), and pertinent experience.
 - b. The Respondents past experience providing engineering services of the type required by the Port Authority to other public-sector clients.
 - c. The ability of the Respondent to adhere to time and budget requirements, and its past record meeting project deadlines.
 - d. The Respondent's ability to assist the Port Authority with preparing and submitting project documentation, including reports and permits, required by local, State, and Federal regulatory agencies.
 - e. Experience in dealing with the Northwest Florida Water Management District, the Army Corps of Engineers, the Florida Department of Environmental Protection, and other regulatory agencies.
 - f. Knowledge of the issues confronting the Panama City Port Authority.
 - g. Other relevant experience and qualifications.

4. Project Management
 - a. Staffing plan, including participation of principals compared to associates.
 - b. Understanding the needs of a small Port Authority and sensitivity to financial constraints.
 - c. Ideas for innovative yet practical means for solving potential problems.
 - d. Clarity of presentation of services.
 - e. Knowledge of the Port Authority's proposed growth and development plans.
 - f. Experience working with the local topography and flood plain and stormwater management.
 - g. Ability to work with the Port Authority without conflict of interest.
5. An inclusive list of all current public agencies who are clients, as well as those who have been clients of the Respondent within the past three (3) years, together with contact information for each client (name and telephone number of an individual familiar with the company's work).
6. Proof of insurance and its limits.
7. Required Forms:
 - a. Standard Form 330.
[https://app_gsagov_prod_rdcgwaajp7wr.s3.amazonaws.com/SF330-16e.pdf]
 - b. Public Entity Crimes Statement
 - c. Non-Collusion Affidavit
 - d. Conflict of Interest Disclosure
 - e. Indemnification

VIII. EVALUATION PROCESS

- A. The selection of successful Respondent(s) will be consistent with Chapter 287.055, F. S., if necessary. Selected Respondents meeting the minimum qualifications will be placed on the Port Authority's consultant list.
- B. The Port Authority Staff will review each SOQ to determine if it is responsive to the requirements outlined in this solicitation. Only SOQs submitted in compliance with the requirements of this RFQ will be reviewed. Failure to comply with these

requirements may cause the SOQ to be declared non-responsive. Respondent may be asked to clarify the information provided in the SOQ. This will not be an opportunity to submit new information or modify and already submitted response

- C. If more than three (3) Respondents submit responsive SOQs, the Port Authority Staff will evaluate all SOQs and rank them on a scale of 0 to 100. With 100 being the highest. This evaluation will be made solely on the basis of the proposal and supporting documents submitted.
- D. The evaluation process will identify the three (3) highest rated Respondents. In the sole and absolute discretion of the Port Authority, these Respondents may be asked to make oral presentations to the Port Authority Board of Directors at a regular public meeting of the Board. If there are three (3) or fewer responsive Respondents, the Port Authority may elect to invite all responsive Respondents to make an oral presentation to the Board. Alternatively, the Port Authority may, in its sole and absolute discretion, select the successful Respondent(s) without any oral presentations whatsoever. The following criteria will be used for the ranking by Port Authority Staff:

	Points
1. Project Team	20
a. Management/organization.	
b. Demonstrated engineering experience.	
c. Demonstrated ability to maintain team integrity over time.	
2. Previous professional services	20
3. Availability of personnel and resources of the firm in the Panama City area and ability to assimilate additional workload.	
4. Quality of submittal.	20
5. References/ documentation related performance with other public sector clients	<u>20</u>
Total Possible Points	100

- E. In the event that the Port Authority elects to permit oral presentations, the Port Authority Board of Directors will rank the Respondents following the oral presentations. The Board of Directors may then pursue a continuing service agreement with one or more of the Respondents based on the results, or may elect not to pursue a continuing service agreement with any Respondent.
- F. The Respondent understands that this RFQ does not constitute an agreement or contract with the Port Authority. The official contract or agreement is not binding until the proposal is reviewed and accepted by the Panama City Port Authority Board of Directors and a contract is executed by all parties. If proposals are found to be acceptable by Port Authority, a contract may be awarded to the responsible Respondent(s) whose evaluated proposal is determined to be in the best interest of the Port Authority. The Port Authority will provide written notice of

acceptance of the proposal and award of contract to the successful Respondent(s).

- G. The Contract between Consultant and Port Authority shall be in the form of the "Professional Services Agreement" included herewith. The successful Respondent shall assist and cooperate with the Port Authority in executing the Professional Services Agreement, and within ten (10) calendar days of it being selected shall execute same and return it to the Port Authority along with the Insurance Certificates and any other documentation that may be required by the Professional Services Agreement to be submitted at that time.

END OF INSTRUCTIONS TO RESPONDENTS

Statement on Public Entity Crimes

In accordance with Florida Statute 287.133, the following information is provided:

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

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

Check one:

- To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

Or

- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

Check One:

- The undersigned firm has had no litigation and/or judgments entered against it by any local, State or Federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned firm, **by attachment to this form**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, State or Federal entity, by any State or Federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

EXHIBIT A

SCOPE OF ENGINEER SERVICES

OBJECTIVE

This contract is intended to be a time saving device for the Port Authority where expertise is needed or where workload will not permit timely accomplishment by Port Authority Staff. This contract will allow the Port Authority to solicit proposals directly from the consultant for any project or task. Such solicited proposals will be negotiated in accordance with F.S. 287.55, also known as the "Consultant's Competitive Negotiation Act". Port Authority, at any time, reserves the right to solicit separate competitive proposals outside of this contract for any and all projects or tasks, regardless of fee or construction value. Selection by the Port Authority as a consultant does not guarantee that the consultant will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect to volume of work or fees. Work will be awarded to consultants based on consultant's current workload or availability, expertise in the project area, cost effectiveness on prior tasks, and previous work awarded.

QUALIFICATIONS

The Port Authority is seeking Statements of Qualifications from State of Florida certified engineering, environmental, and architectural firms interested in providing professional and other related services to Port Authority under a continuing contract conforming to the stipulations outlined within Chapter 287.055 of the Florida Statutes. These services may include, but not be limited to, performing any or all of the following tasks related to the Port Authority's buildings, paved structures, drainage, cargo handling facilities, electric services, site development and water and wastewater facilities.

1. Feasibility analysis.
2. Cost estimating.
3. Preparation of grant/loan applications.
4. Design and preparation of production drawings.
5. Permitting.
6. Bid Management
7. Contract and construction management.
8. Construction inspections.
9. Testing.
10. Other similar work.

11. Meet with officials and Port Authority staff to consult on issues and projects requiring professional engineering analysis and evaluation.
12. Provide surveying, geological, and/or geo-technical services, using company staff, or qualified sub consultants.
13. Advising elected officials and Port Authority staff on such matters as may materially affect the Port Authority's physical infrastructure.

All firms, to include sub-consultants, shall be State of Florida licensed professionals.

Where applicable, the Port Authority may require that firms be FDOT pre-qualified in accordance with F.A.C. 14-75.003, Minimum Technical Qualification Standards by Type of Work, in the appropriate category of work.

SCOPE OF SERVICES

The Scope of Services includes full spectrum engineering, environmental, architectural, and surveying services to support the Port's mission. Consultants shall identify in their Statement of Qualifications the categories of work for which they want to be considered, using the form attached as Exhibit B to this scope of work. During the selection process, each firm will be evaluated and ranked as to their qualifications to provide the services for each category of work they have requested to be considered for. Consultants under contract with the Port Authority will only be authorized to provide the services described in the work categories for which they were selected. Consultants not selected for a work category will not be authorized to provide those services.

The Port Authority envisions entering into non-exclusive Continuing Services Contracts for services with the successful firm(s), with specific task authorizations for each proposed project or task being negotiated and approved by the Port on an as-needed basis. The Port Authority reserves the right to assign tasks to the firm it deems to be in the best interest of the Port Authority, based on the work requirement, and irrespective of any previously assigned tasks. The Port Authority anticipates each Continuing Service Contract will have an initial duration of five (5) years with an option to extend for not more than two (2) additional one (1) year terms. The Port Authority is under no obligation, either express or implied, to use these Continuing Services Contracts for any particular project.

Consultant's specific scope of work for any assigned project or services, time schedule, charges, and payment conditions shall be set forth in a written Task Order (Exhibit C). Each Task Order shall be executed by authorized representatives of the Port Authority and Consultant. Individual task orders may be subject to liquidated damages as described in the sample Professional Services Agreement included in this RFQ.

Note that the form provided as Exhibit C is a sample and may not reflect the final contract documents to be used in the execution of task orders. Such sample documents are subject to change by Port Authority in its sole and absolute discretion.

The administrative process, when Service assignments are issued, will be as follows:

Step 1 - Port Authority staff will contact the Engineer for a meeting to review the assignment and will describe the scope of services required in general.

Step 2 - Engineer will prepare a detailed scope of services to be provided and a proposed schedule for completion of various phases. Engineer will prepare a computation of fees to be charged for the Services based on the approved hourly rates or will otherwise propose an alternative compensation method. These documents will be submitted to the Port Authority for review and approval.

Step 3 - If acceptable to Port Authority staff making the assignment, Port Authority staff will issue a Task Order in accordance with the scope of work provided by Engineer. Except in the case of an emergency, Engineer Task Orders with fees exceeding \$25,000 will require approval by the Port Authority's Board of Directors. The fee computation will be considered to be a limiting amount, not to be exceeded without prior approval by Port Authority staff.

CATEGORIES OF WORK DEFINITIONS

Stormwater Engineering

Work in this category shall consist of engineering services related to larger scale issues of stormwater and drainage. Services may include, but are not limited to, basin modeling and master planning, FIRM modifications, watershed retrofit design, habitat restoration planning and design, NPDES permit support, TMDL analysis, stormwater facility retrofit design, review of design documents by others, expert witness services, or general assistance to Port Authority staff with issues that involve large scale stormwater issues.

Paving Design

Work in this category shall consist of engineering services related to major paving design, modification, maintenance, or other aspects of paving design in accordance with Port standards. Services may include, but are not limited to, typical paving design, heavy duty paving design, drainage, and treatment, etc.

Structural Engineering

Work in this category shall consist of engineering services of a structural nature related to structures of concrete, steel, wood or other materials, or any combination thereof. Services may include, but are not limited to, design, investigation, evaluation, recommendation, etc., related to drainage structures, walls, building components, or any other structures with which the Port Authority is involved.

Utility Engineering

Work in this category shall consist of ancillary engineering services related to water and wastewater utility systems necessary to accomplish roadway or drainage projects. Examples of the types of tasks anticipated to be within the scope of services include preparation of construction drawings, specifications, and bid documents for water and sewage installation or relocation as part of a larger project. It also includes accomplishing necessary regulatory permitting and ensuring compliance issues are addressed.

Environmental Support Services I

Work in this category shall consist of providing technical and scientific testing, analysis, or other investigation in support of environmental issues or permitting as may be encountered by the Port Authority. Services may include, but are not limited to, water quality monitoring, contamination assessments/remedial action plans, Phase I and Phase II environmental site assessments, storage tank closure services, asbestos surveys/remedial action plans, lead-based paint inspections/risk assessments/project design, indoor air quality investigations/inspections, and hazardous materials issues. These services shall be performed with the oversight of a Registered Professional Engineer.

Environmental Support Services II

Work in this category shall consist providing ecological, archaeological, and marine and aquatic services. Services may include, but are not limited to, wetlands jurisdictional delineations and mapping, dredge and fill permitting, natural resource assessment, evaluation, and monitoring, restoration and mitigation issues, threatened and endangered species inventory, upland habitat assessment, coastal shoreline stabilization, water quality monitoring and analysis, submerged land leases, cultural resource assessments, archaeological phase II assessments, archaeological mitigation and monitoring.

Geotechnical Engineering and Testing

Work in this category shall consist of performing subsurface exploration, in-situ testing and geophysical testing, laboratory testing, civil site development recommendations, foundation design and analysis, and design of pavement sections, dams, levees, embankments, and earth retaining structures.

Construction Engineering and Inspection Services

Work in this category shall consist of services associated with projects which are in construction or are nearing a construction phase. Services may consist of, but are not limited to, inspection, testing, testing coordination, construction administration, project management, and other related services.

Architectural Services

Work in this category shall consist of a full range of architectural services from initial pre-design, strategic planning through preparation of construction documents, and

construction administration for new facilities or renovation of existing facilities. This includes projects for discrete components of facilities, such as, roofing, waterproofing, etc. Knowledge of ADA requirements is essential.

Landscape Architectural Services

Work in this category shall consist of a full range of landscape architectural services from landscape design, irrigation design, hardscape design, site design, lighting design, permit drawings, construction administration, and cost estimating.

Mechanical Engineering

Work in this category shall consist of designing heating, ventilation, and air conditioning (HVAC) systems and associated piping systems for both new and retrofit projects. Work may include analyzing existing conditions, proposing solutions, engineering and design, field investigations, permitting, bidding and construction phase services, as well as contract and project management.

Electrical Engineering

Work in this category shall consist of designing, implementing, maintaining, and improving electrical lighting, equipment, facilities, components, and systems. Work may include analyzing existing conditions, proposing solutions, engineering and design, field investigations, permitting, bidding and construction phase services, as well as contract and project management. May assist in developing capital project programs for new equipment and major repairs.

Marine Engineering

Work in this category shall consist of engineering services for the design of piers, docks, and seawalls. This may include assessment of the structural integrity of marine facilities, engineering and design, field investigations, permitting, bidding and construction phase services, as well as contract and project management. Work may include renovation and repair of existing facilities as well as construction of new ones.

General Surveying and Plat Review

Work in this category shall consist of surveying services performed by surveyors licensed to practice in the State of Florida. Services may consist of, but are not limited to, boundary surveys, topographic surveys, hydrographic surveys, construction stakeout, design surveys, record drawing surveys.

EXHIBIT B

Firm's Name: _____

Indicate categories of work for which you want to be considered:
(Mark all applicable categories)

Stormwater Engineering _____

Paving Design _____

Site Development Plan Reviewing _____

Structural Engineering _____

Utility Engineering _____

Environmental Support Services I _____

Environmental Support Services II _____

Geotechnical Engineering and Testing _____

Construction Engineering and Inspection Services _____

Architectural Services _____

Landscape Architectural Services _____

Mechanical Engineering _____

Electrical Engineering _____

Marine Engineering _____

General Surveying and Plat Review _____

EXHIBIT C
SAMPLE TASK ORDER FORM

Section I. BACKGROUND

Section II. SCOPE OF SERVICES

- A. Preliminary Design Services (or Other Services/Reports/etc.)
- B. Final Design Services (or Other Services/Reports/etc.)
- C. Engineering Services During Construction
(These services may be addressed in a separate Task Order following completion of the final design, at the Port Authority's discretion)

Section III. SUB-CONSULTANTS

List the names and the general tasks/responsibilities for any proposed subconsultants.

Section IV. PORT AUTHORITY 'S RESPONSIBILITY

Section V. DELIVERABLES

Section VI. SCHEDULE

Section VII. METHOD OF COMPENSATION

This section will include any allowances (surveying, geotech, permitting, etc.) set aside for work not covered under the actual engineering services previously described.

Not to Exceed: _____

[Liquidated damages?]

Attachments:

- A. Project Tasks/Personnel/Labor-hour Estimation
- B. Cost Extension for Labor and Expenses

NAME OF FIRM

PANAMA CITY PORT AUTHORITY

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

Date

Date

