

PANAMA PCHA HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS
ENGINEERING AND/OR ARCHITECTURAL SERVICES
PCHA-RFQ-2019-1

Proposals due March 26, 2019 by 4:00 p.m.

Panama PCHA Housing Authority
1918 Mack Lewis Drive
Panama PCHA, Florida 32401

Phone: (850) 769-5278

Teri Henry
Executive Director

PANAMA PCHA HOUSING AUTHORITY
REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING AND/OR ARCHITECTURAL SERVICES

The Panama City Housing Authority requests qualifications from firms wishing to enter into a contract for engineering and/or architectural services.

Statements of qualifications must be received by the Panama City Housing Authority at 1918 Mack Lewis Drive, Panama City, Florida 32401 by 4:00 p.m. on March 26, 2019. Submittals will be evaluated based on Proposers' experience and capabilities. Proposals shall be submitted in a sealed package, plainly marked with the Proposer's name, address, and PCHA-RFQ-2019-1.

Any 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 or a contract to provide any goods or services 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 F.S. Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

Panama City Housing Authority reserves the right to accept or reject any and all submittals in whole or in part, to waive informalities in the process and to request and accept qualifications from additional providers.

Panama City Housing Authority is an Equal Opportunity Employer.

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I. GENERAL CONDITIONS

- A. Panama City Housing Authority ("PCHA") is soliciting statements of qualifications from qualified companies (firms/teams) for to provide engineering and/or architectural services.
- B. Statements of qualifications must be received by the PCHA at 1918 Mack Lewis Drive, Panama City, Florida 32401 by 4:00 p.m. on March 26, 2019. Submittals will be evaluated based on Proposers' experience and capabilities. Proposals shall be submitted in a sealed package, plainly marked with the Proposer's name, address, and PCHA-RFQ-2019-1. Submittals received after this time will be automatically rejected.
- C. Submit one (1) clearly marked, manually signed original proposal, four (4) complete copies, and one (1) electronic copy.
- D. PCHA reserves the right to reject any one or all proposals, or any part of any proposal, to waive any informality in any proposal and to award a contract deemed to be in the best interest of the PCHA.
- E. Direct all inquiries regarding this RFQ in writing to info@panamacityhousing.org. The deadline to submit questions is Wednesday, March 25, 2019, at 1:00 p.m. Written inquiries and responses may be submitted as addenda and posted on the PCHA's website. In order to receive further information about the RFQ, including amendments to the RFQ and answers to questions about the RFQ, a Proposer must provide a name, telephone number and electronic mail address via email to info@panamacityhousing.org.
- F. Responses will be evaluated on experience, references, staffing capacity, services, costs, and any other relevant factors as determined to be in the best interest of the PCHA.
- G. Neither the PCHA nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFQ.
- H. This solicitation is subject to all legal requirements contained in the applicable City, County, State and Federal laws and statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- I. All prospective Proposers will be afforded full opportunity to submit responses 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 an award of any contract entered into pursuant to this notice.
- J. The PCHA reserves the right to:
 - 1. Request clarification and additional information from any respondent during the evaluation process.
 - 2. Negotiate with the selected firm/ team to include further services not identified in this RFQ.
 - 3. Refuse to review proposals 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 RFQs based on refinement of concepts proposed in response to this request.
 6. Conduct investigations of the qualifications of the Proposer as deemed appropriate.
 7. Request that the Proposer modify his or her proposal to more fully meet the needs of the PCHA.
- K. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the PCHA and the firm selected.
- L. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to the PCHA upon any debtor contract or that is in default as surety or otherwise upon any obligation to the PCHA, or that has failed to perform faithfully any contract with the PCHA.
- M. No elected official or employee of the PCHA will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- N. The respondent acknowledges that the PCHA is a political subdivision of the State of Florida 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.

All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFQ number clearly marked on the outside. The PCHA will not accept proposals when the entire document is labeled as exempt from disclosure. The PCHA's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the PCHA and the PCHA's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the PCHA's treatment of records as public records.

- O. All material submitted with the proposals will become the property of the PCHA unless otherwise requested at the time of submission.
- P. Specifications are open to public inspection and may be obtained from the PCHA.
- Q. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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. TERMS OF CONTRACT

- A. An agreement will be negotiated with the selected Contractor.
- B. The PCHA may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. In the event of termination by mutual agreement, the Contractor shall be compensated for services rendered to date of termination. The vendor will have no claim against the PCHA for lost profits or compensation for lost opportunities.
- C. All property, finished and unfinished documents, data, studies and reports prepared by the Contractor become the PCHA's property in the event of termination.
- D. Contractor shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of the PCHA. Contractor is, and shall at all times remain as to the PCHA, a wholly independent contractor. The Contractor shall have no power to incur any debt, obligation, or liability on behalf of the PCHA or otherwise act on behalf of the PCHA as an agent.
- E. Neither the contract resulting from this RFQ, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of the PCHA.
- F. The Proposer is fully responsible for all work performed under the contract resulting from this RFQ, if any. The Proposer may, with the prior written consent of the PCHA, enter into written subcontract(s) for performance of certain of its functions under such contract. No subcontract shall be implemented or effective until approved in writing by the PCHA. No subcontract(s) which the Proposer enters into under the contract resulting from this RFQ, if any, shall in any way relieve the Proposer of any responsibility for performance of its duties under such contract. Proposer is responsible to fully notify any subcontractor(s) of their responsibilities under any subcontract. All payments to subcontractors shall be the sole responsibility of the Proposer.
- G. Contractor shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the PCHA Executive Director. The PCHA Executive Director or her designee may from time to time assign additional or different tasks or services to the Contractor, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Contractor other than those specified or those so assigned in writing by the PCHA Executive Director or her designee.
- H. All documents, drawings, or other written material developed by Contractor in the performance of this Agreement shall be and remain the property of the PCHA without restriction or limitation upon its use or dissemination by the PCHA. Such material shall not be the subject of a copyright application by Contractor.
- I. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Contractor under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest which would conflict in any manner with the performance of services pursuant to this Agreement.

- J. Contractor represents that it has, or will secure at its' own expense, all personnel required to perform the services under this Agreement. All services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.
- K. Contractor 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 this Agreement. Contractor shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Contractor is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. The PCHA, its officers, and employees shall not be liable at law or in equity occasioned by failure of Contractor to comply with this section.
- L. At all times during the term of this Agreement, Contractor shall have in full force and effect all licenses required of it by law for performance of the services hereunder.
- M. This RFQ and resulting contract, 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 such contract 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. PCHA and Proposer hereby agree that this RFQ and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in Panama PCHA, Florida.
- N. The awarded Proposer 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 this contract. The PCHA shall have access to such books, records, subcontract, financial operations, and documents of the Proposer or its subcontractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Proposer's place of business.
- O. All laws, terms or provisions required by local, state or federal law, including those required by FEMA, are expressly incorporated herein and shall be incorporated into all contracts resulting from this RFQ.

III. PROPOSAL PROCEDURES

A. Tentative Schedule

Deadline for Questions and Clarifications	March 25, 2019 at 1:00 p.m.
Deadline for Submissions	March 26, 2019 at 4:00 p.m.
Board Ranking of Most Qualified Firms	March 29, 2019 at 11:00 a.m.
Staff Negotiations with Top Ranked Firm(s)	March 29 through April 5
Approval of Contract	April 5, 2019 at 11:00 a.m.

B. Award of Contract

1. The PCHA intends to award a contract resulting from this solicitation to the most qualified Contractor with whom a contract may be negotiated.
2. The PCHA reserves the right to conduct negotiations with the highest ranked Proposer.

3. The PCHA reserves the right to make multiple awards if it is deemed, in PCHA's sole discretion, in PCHA's best interest to do so.
4. In the event the Proposer to whom the contract is awarded does not execute a contract within (5) five days of such award, the PCHA may give notice to such Proposer of intent to award the contract to another Proposer, or to call for new proposals.

IV. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

- A. The provisions of Florida Statute 768.28 applicable to the PCHA, 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 PCHA 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 PCHA 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 PCHA 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 vendor shall defend, indemnify, and hold harmless the PCHA, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost 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 vendor or its subcontractors, 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 PCHA.

V. INSURANCE REQUIREMENTS

A. Standard Insurance Coverage

1. The Contractor, Subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such insurance has been approved by the PCHA; nor shall the Contractor permit any Subcontractors, vendors, or suppliers to begin work until similar insurance to cover the Subcontractors, vendors, or suppliers has been obtained and approved.
2. The minimum insurance coverage and limits required are shown by coverage line below. Failure of the Contractor to identify deficiencies in any insurance provided by Subcontractors, vendors, or suppliers shall not relieve Subcontractors, vendors, or suppliers from any insurance obligations.

B. Requirements:

The Contractor shall procure and maintain general commercial liability insurance and automobile insurance with coverage in the minimum amount of \$1,000,000. The Contractor shall procure and maintain professional liability coverage with at least \$1,000,000 coverage.

The Contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage described herein as are required by law to be provided on behalf of their employees and others.

These insurance requirements shall not limit the liability of the Contractor.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Panama City Housing Authority as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against PCHA, to the extent permitted by its insurance policies.

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

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of PCHA, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

PCHA reserves the right to impose additional insurance requirements upon Contractor if reasonable considering the relationship between the parties and the work to be performed.

Contractor agrees to save harmless, indemnify, and defend PCHA and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of PCHA. PCHA and Contractor agree the first \$100.00 of the Contract Amount paid by PCHA to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of PCHA by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Panama City Housing Authority, as well as provide a legal defense for PCHA, both of which will be done only if and when requested by PCHA, for all claims made. Such payment on the behalf of PCHA shall be in addition to any and all other legal remedies available to PCHA and shall not be considered to be PCHA's exclusive remedy.

VI. PROJECT OVERVIEW

The PCHA owns multiple multi-family housing facilities in Panama City, Florida. The facilities were damaged or destroyed by Hurricane Michael on October 10, 2019. PCHA is seeking financial assistance from FEMA and must prepare certain information and documentation regarding the extent of damage, the cost of mitigation of future damage and the cost to repair the facilities. FEMA requires this information be prepared by a licensed architect or engineer and requires very specific details.

The contractor will inspect each property and provide the necessary documentation to support the FEMA claim. PCHA has hired consultants to assist with the FEMA claims, and those consultants will provide oversight to ensure FEMA requirements are met with the documentation provided by contractor.

In addition, PCHA is in need of professional engineering and / or architectural services from time to time on an as-needed ongoing basis.

V. SCOPE OF WORK

As used herein, "Properties" refers to any and all property owned by PCHA that was damaged or destroyed by Hurricane Michael. The Properties include the following:

Massalina Memorial Homes – 804 E. 15th Street (140 Units)

Fletcher Black Memorial Homes – 11 Bob Sikes Drive (60 Units)

James Asbell Memorial Apartments – 2051 Lisenby Avenue (47 Units)

Henry T. Kirkland – 261 N. Everitt Avenue (78 Units)

Gardner E. Dickinson Memorial Homes – 1025 N. Everitt Avenue (75 Units)

Oakland Garden Apartments – 1918 Mack Lewis Drive (50 Units)

Northgate Terrace II - 1915 Wilson Avenue (64 Units)

The Proposer should provide the following services as a minimum, but not be limited to:

1. Assess and develop a detailed description of the damages to the Properties resulting from Hurricane Michael. Distinguish the damages resulting from Hurricane Michael from the damages that existed prior to October 10, 2019. Provide detail of dimensions and specifications for the damaged areas.
2. Prepare a scope of work to repair or rebuild the Properties in accordance with all local, state and federal codes and standards.
3. Identify mitigation measures to repair or rebuild the Properties to better withstand future natural disasters.
4. Develop cost estimates to rebuild or repair the Properties and restore them to their pre-Hurricane Michael condition while bringing them in compliance with all local, state and federal codes and standards plus mitigation.
5. The Scope of Work detailed in paragraphs 1 through 4 shall be considered the "Damage Assessment Project." In addition to the Damage Assessment Project, the Scope of Work shall include general architectural or engineering services to be provided on an as-needed ongoing basis.

VI. PROPOSAL REQUIREMENTS AND FORMAT

- A. Title Page – Show the RFQ subject, the name of your firm/team, address, telephone number, name of contact person, and date.
- B. Table of Contents – Clearly identify the material by section and page number.

C. Letter of Transmittal – Limit to one (1) or two (2) pages:

1. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
2. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.
3. The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

D. Profile of Proposer

1. State whether your organization is national, regional or local.
2. State the location of the office from which your work is to be performed.
3. Describe the firm's background and size and include a statement of qualifications that lists the firm's professional credentials and experience in providing the types of services enumerated in this RFQ. Particular emphasis should be given as to how the firm-wide experience and expertise in the areas addressed by this RFQ will be brought to bear on the proposed work.
4. Provide the PCHA with any information involving litigation within the past five (5) years or any pending litigation arising out of your performance.

E. Summary of Proposer's Qualifications

1. Identify each principal of the firm and the other "key personnel" who will be professionally associated with the PCHA. Describe their respective area of expertise. Include personalized resumes which identify the qualifications, training and experience of each key personnel.
2. Provide a list of subcontractors that will be used on the project to include function/service(s), company name(s), location(s), and contact information.

F. Specific Response to Damage Assessment Project - Describe a general plan to complete the Damage Assessment Project. The plan should include an estimated time period for completion of the project and any cost saving techniques or ideas that may be implemented.

G. Submit any other additional information which would assist the PCHA in the evaluation of your proposal.

IV. EVALUATION AND AWARD CRITERIA

- A. An evaluation and ranking of the proposals will be made by the PCHA's Evaluation Committee. The Evaluation Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the proposal and other evaluation criteria as set forth in the RFQ.
- B. The PCHA reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals. The PCHA will

not be liable for any costs incurred by the proposer in connection with such interviews and/or presentations (i.e. travel, accommodations, etc.).

- C. The PCHA Board of Commissioners will approve a ranking of the most qualified proposers. The Evaluation Committee will negotiate with the highest ranked proposer for mutually acceptable contract terms for the specific damage assessment and report and cost estimating required by FEMA as well as for PCHA’s general ongoing as-needed engineering and/or architectural services. If agreement cannot be reached, the Evaluation Committee will negotiate with the next highest ranked proposer(s) until a tentative agreement is reached. The final contract will be presented to the PCHA Board of Commissioners for approval.
- D. Ranking will be recommended and approved considering the evaluation criteria listed below:

CRITERIA	POSSIBLE POINTS
Damage Assessment Project: Evaluation of the firm’s general plan to complete Damage Assessment Project	25
Past Experience with Similar Size Projects and References: Experience with similar sized projects, years in business, overall quality, reputation, and demonstrated knowledge of FEMA requirements.	25
Cost Savings: Evaluation of cost savings techniques and ideas.	20
Availability and Timeliness: Evaluation of the availability of Contractor and estimated time for completion of the Damage Assessment Project.	25
Quality of Proposal: Evaluation of Contractor’s ability to follow instructions in preparing and submitting proposal.	5
TOTAL SCORE	100