

**PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.**

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



**REQUEST FOR STATEMENTS OF QUALIFICATION (“RFQ”)**

**FOR**

**PANAMA CITY BEACH SPORTS FIELDS AND STADIUM COMPLEX  
MANAGEMENT AGREEMENT**

**Responses Due by:  
March 29, 2017**

# REQUEST FOR STATEMENTS OF QUALIFICATION (“RFQ”)

FOR

## PANAMA CITY BEACH SPORTS FIELDS AND STADIUM COMPLEX OPERATION AND MAINTENANCE AGREEMENT

Part 1: Information and Instructions for Respondents

Part 2: General Scope of Services and Information Required

Part 3: Description of Competitive Negotiation Process

### **PART 1: INFORMATION AND INSTRUCTIONS FOR RESPONDENTS**

#### **BACKGROUND**

The Panama City Beach Convention and Visitors Bureau, Inc., a Florida not-for-profit corporation and, for financial reporting purposes a component unit of Bay County (the “CVB”) is requesting statements of qualification from well experienced firms for the operation, maintenance and marketing of a new, publicly owned and operated tourism Sports Fields and Stadium Complex with related retail sales, food and beverage, and family recreational amenities (the “Complex”), to be operated and marketed by, and under the supervision of, the CVB on behalf of the Board of County Commissioners of Bay County, Florida, (the “County”) on County property located on the eastern end of the greater Panama City Beaches area. Firms not currently operating or managing, and marketing, at least one facility of comparable size and composition need not apply.

A description of the Complex and a preliminary site plan are attached, incorporated and Marked Exhibit A.

It is the CVB’s intention to develop a multi-year agreement for the operational and maintenance and marketing services referenced in this request.

#### **SUBMITTAL DEADLINE/DELIVERY**

**SEALED STATEMENTS OF QUALIFICATION** for a Sports Field and Stadium Complex Operation and Maintenance Agreement will be received by the CVB at its offices located at **17001 Panama City Beach Parkway, Panama City Beach, Florida 32413** until **2:00 PM (central time) on March 29, 2017**. Proposals will be publicly opened at that location immediately following the deadline.

Ten hard or physical copies of the Statement of Qualification (sometimes referred to as a response), and one digital copy in PDF format, are required to be timely submitted. All submittals are to be on 8 ½” x 11” paper or, if larger documents are required, they are to be folded to 8 ½” x 11” size.

The CVB will receive sealed responses until the date and time above stated. Responses must be delivered, by hand or mail, to the CVB offices at the address above stated where they will be immediately opened, **READING ONLY THE NAMES OF THE SUBMITTING RESPONDENTS**.

Responses received after the date and time stated above will be returned to the respondent unopened. It is the responsibility of the respondent or to ensure that responses arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FACSIMILE (FAXED) OR EMAILED RESPONSES WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION.**

Upon public opening of all responses presented to the CVB as a result of this solicitation, the open responses will become public record and may be reviewed or copied by any interested persons.

The CVB is not responsible for expenses incurred in responding to this solicitation, regardless of whether the responses are ever opened or an agreement ever entered.

The CVB reserves the right to reject any and all responses and to waive any irregularities or informalities, or accept any response which it deems most advantageous and in the best interest of the CVB and the Complex.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the Bay County Purchasing Department at (850) 248-8270 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

### **POINT OF CONTACT AND PRE-SUBMISSION CONFERENCE**

Respondents, their agents, or associates shall refrain from contacting or soliciting any members, directors or staff of the Board of County Commissioners of the County, the Bay County Tourist Development Council (TDC), or the CVB, directly or indirectly, regarding this RFQ during the ranking, selection and negotiation process. Failure to comply with this provision may result in the disqualification of the respondent.

All requests for clarification or additional information or questions concerning the project, scope of work, response submittal or the submittal, ranking, selection and negotiation process should be directed in writing to Dan Rowe, President and CEO, Panama City Beach Convention and Visitors Bureau, Inc., 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413, or by email [drowe@visitpanamacitybeach.com](mailto:drowe@visitpanamacitybeach.com). Only requests and questions submitted in writing will be addressed and the CVB reserves to right not to address any request or question.

A **non-mandatory pre-submission conference** will be held in the CVB offices located at 17001 Panama City Beach Parkway, Panama City Beach, Florida, at **1:00 PM (central time) on March 15, 2017**, or by telephone conference at (877) 388-6451, participant code 850-233-5070, for the purpose of answering questions or providing requested data pertaining to the solicitation. Representatives of the CVB will be present to discuss the project. Respondents are strongly **encouraged to attend and participate** in the conference. This conference will be held only once. The CVB will make reasonable efforts to relate at the conference questions submitted in writing and to copy all persons attending the conference with any supplemental information provided to interested parties.

No oral statement of any person shall modify or otherwise affect the terms and processes set forth in this request. All modifications of this request must be made by the CVB in writing.

### **CONFLICT OF INTEREST**

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

Furthermore, as part of the resulting agreement, the respondent must warrant that its firm will not engage in providing consulting or other services to any public or private entity regarding any sports, recreational or tourist oriented facility within a 200-mile radius of the municipal limits of the City of Panama City Beach without the prior consent of the CVB which may be withheld in its sole and unfettered discretion.

### **PRINCIPAL PERSONNEL**

Principal or key personnel identified in the response may not be substituted without prior written approval of the CVB. Replacements for key personnel must have equivalent professional qualifications and experience as the individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld or delayed by the CVB. Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the applicable evaluation. Reconsideration may also result in changes to the short-listing or rankings. Any changes in a short-listed firm should be brought to the attention of the CVB as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the CVB.

### **RESERVATION OF RIGHTS**

The CVB may (1) amend or modify this RFQ, (2) revise requirements of this RFQ, (3) require supplemental statements or information from any firm, (4) accept or reject any or

all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any respondent after submittals are opened, waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this RFQ, in whole or in part, if the CVB deems it in its best interest to do so. The CVB may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

## **DEBARMENT**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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

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

Respondents are required to execute and include in their response the Public Entity Crimes Statement attached, incorporated and marked Exhibit B.

## **PART 2: GENERAL SCOPE OF SERVICES AND INFORMATION REQUIRED**

### **INTRODUCTION**

The intent of this RFQ is to negotiate and enter an agreement between the CVB and a single firm to operate, maintain, and market the Complex under the ultimate supervision

and control of the CVB and, with respect to marketing and utilization of the Complex, in cooperation with the CVB. The agreement to be negotiated will hold the contractor to a high level of performance in day-to-day management and operations as well as cooperative marketing and utilization of the Complex. Construction of the Complex is scheduled to begin in the spring of 2017 and be completed in the spring or summer of 2018.

The primary goal of the Complex is to produce volume visitor business through world class tournament and recreational experiences for the consumer. The secondary goal is for the CVB to avoid subsidizing operation and maintenance of the Complex after the initial ramp up period of three years. The selected contractor will be expected to assist the CVB in providing quality and creative programming that will attract a variety of patrons from throughout the region, as well as from established and new feeder markets for tourism on Panama City Beach, to provide local utilization without sacrificing the primary goal of attracting volume visitor business.

The Complex is a new facility for rectangular field sports events usage with a multi-purpose design to accommodate other sports such as baseball and softball, both youth and adult. The CVB, in cooperation with the City of Panama City Beach, is currently engaged in sports tourism marketing through Frank Brown Park which is located six (6) miles west of the Complex.

The requests for information from respondents are intended to assist the CVB in selecting the most qualified and experienced firm with which to negotiate an agreement to meet these goals.

### **SUBCONTRACTORS**

Any subcontractors providing commodities or services under the agreement to be negotiated with a single, prime respondent will be held to the same requirements and level of experience and expertise as are required of the primary firm. No subcontract shall relieve a respondent from demonstrating either (i) that it has the experience and qualifications to perform the subcontracted work or (ii) that it has in other situations selected and successfully supervised for extended periods of time subcontractors with the needed experience and expertise.

Respondents are required to specify in detail what tasks or functions, if any, they intend to subcontract and demonstrate either their own experience with that task or function or their experience supervising a subcontractor, or both. Respondents are PROHIBITED FROM DISCLOSING THE NAMES OR LOCATIONS OF THOSE SUBCONTRACTORS. The purpose of this prohibition is to allow the highest ranked prime contractor to negotiate with the best available subcontractors if any subs are to be used.

## **GENERAL SCOPE OF SERVICES**

The awarded contractor will operate, maintain and market the Complex under the ultimate supervision and control of the CVB on behalf of the County, to include by way of example and not limitation:

- Develop and update one, two and five-year business plans for the Complex, subject to CVB comment and approval.
- Creation of annual capital and operating budgets subject to CVB comment and approval.
- Operate and maintain the Complex within those budgets.
- Monthly, public reporting of financial activity.
- Employment of all Complex personnel, with senior positions subject to CVB comment and approval.
- Creation of seasonal marketing plans and related budgets for the Complex subject to CVB comment and approval.
- Assist in the CVB's execution of the business and marketing plans for the Complex and in the CVB's execution of the marketing plan for Frank Brown Park.
- Coordination of tournaments and events held in the Complex with tournaments and events held in Frank Brown Park and other facilities in Bay County.
- Monthly, public reporting on status of execution of the business and marketing plans for the Complex.
- Assist CVB in creation of advertising campaigns and PR campaigns as they relate to the Complex, and assist CVB in execution of those plans.
- Tournament and event development for the Complex in cooperation with CVB and subject to CVB comment and approval.
- Monthly, public reporting of tournaments and events held and booked in the Complex, and periodic reporting of tournament and event development in the Complex as appropriate.
- Develop and keep current published rules and regulations for use of the Complex, subject to CVB comment and approval.

## **INFORMATION TO BE INCLUDED IN RESPONSE**

Respondent's Statement of Qualification shall be divided into sections which shall be presented and tabbed in the following numerical order:

1. Respondent's full legal name, type of entity, address of its principle place of business and of any satellite locations, and the names and addresses of respondent's principals.
2. Company analysis. A brief narrative about respondent's history, for example, when it was formed, how its business models have developed, significant successes and acknowledged failures, why it is best positioned to make the Complex a success, not exceeding 800 words.
3. Competitive analysis. A careful description of the respondent's strengths and weaknesses, and the key drivers of the difference between respondent and its competitors. Please use objective information (e.g. factual data and market research) to describe your competitive differentiation in the marketplace to avoid subjective bias, not exceeding 800 words.
4. Marketing approach. A detailed explanation, not exceeding 2,000 words including applicable illustrations, of:
  - a. The overall philosophy respondent would use to market the Complex and maximize the economic impact to Bay County.
  - b. The approach respondent would use to promote, advertise, market and book tournaments and events.
  - c. Any synergies, alliances, key relationships, and other marketing opportunities that respondent has or would establish with other facilities managed by respondent, or with third parties, and how these can benefit the Complex.
5. Fields and Facilities Maintenance. A careful analysis of the maintenance needs of the proposed fields and facilities and estimates of the management and staff positions and sub-contracts respondent would propose to meet those needs, not exceeding 800 words. In addition, respondent may but is not required to submit a copy of a maintenance plan it has executed for a similar complex.
6. Evidence of the legal authority of any agent or officer to submit the response.
  - a. When a respondent is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. The CVB reserves the right to request a copy of the underlying partnership or joint venture agreement.



- b. When a respondent is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation.
  - c. When respondent is a limited liability company, the response must be signed by managing member(s) authorized to bind the company. The response must list all members and designate who are the managing members. The CVB reserves the right to request a copy of the respondent's operating agreement.
  - d. Respondents who are or include corporations or limited or general partnerships or limited liability companies must furnish a duly executed and current certificate of good standing from the Florida Department of State and evidence of all qualifications, licenses and certifications needed to perform in Florida the services which are the subject of this request.
  - e. By submitting a response, the person(s) signing each response certifies that he or she understands that the CVB will rely in part on such certification in selecting the short-listed firms.
  - f. Failure to submit documents requested above with the proposal or any supplemental information requested by the CVB within 24 hours of request may be the basis for disqualification. Such documents must be effective as of the date the response is due.
7. A minimum of three (3) letters of reference from clients for whom similar services were performed. If not covered by (87) below, generally describe the project or venue.
8. Respondent's demonstrated experience in operating, maintaining and marketing for other public bodies and private entities (specify which in each case) out-door sports venues of comparable size and composition within the past five (5) years, including:
  - a. Venue name, location and detailed description of sports and accessory facilities located in the venue.
  - b. Description of services rendered.
  - c. Method and amounts of compensation paid for services rendered
  - d. Name, address and telephone number of each venue owner's representative familiar with respondent's services. The CVB may contact the representatives.
  - e. Length of business relationship with venue and venue owner, and if not covered by (b) above a description of services rendered through that relationship.
9. A narrative description and any applicable illustrations to show that the respondent understands all elements of the scope of services required, including the respondent's approach to the operation, management and marketing of sports

facilities and the respondent's approach to handling community access and local organizations' rental requests, not exceeding 1,250 words.

10. Organizational chart listing the titles, giving a brief job description and demonstrating the relationships between all classes of employees, agents and, if any, subcontractors who will be involved in delivering the services and the anticipated number of persons in each class. EMPLOYEE COMPENSATION SHALL NOT BE LISTED.
11. Resumes for all personnel who will be responsible for managing day-to-day operations and maintenance, business planning and development and marketing. Respondent may elect to withhold the identity of its proposed managers until and if it is shortlisted.
12. A copy of the agreement respondent desires the CVB to consider at the commencement of negotiation. The form of agreement must address methods of compensation. HOWEVER, SPECIFIC COMPENSATION AMOUNTS EXPRESSED IN DOLLARS, OR COMPENSATION FORMULAE WHICH CAN EXPRESS DOLLAR AMOUNTS BASED UPON INFORMATION CONTAINED IN THE RESPONSE, MUST NOT BE INCLUDED. Statements of compensation determined as a function of some specific criteria not capable of expression in dollar amounts may be included. In the event the agreement, or a materially similar one is or has been used for another venue, respondent may but is not required to disclose that agreement and venue.
13. An executive summary, in narrative or outline form, of the method of compensation proposed by respondent in its proposed agreement, again without disclosing or providing a method to determine specific dollar amounts of compensation.
14. Evidence of the respondent's financial responsibility, including three (3) consecutive, immediately preceding year's audited financial statements certified by a certified public accountant and a demonstration of respondent's ability to obtain fidelity bonds in penal amounts appropriate to the position for all employees handling CVB funds in the operation, maintenance or marketing of the Complex.
15. A list of any competing facilities or venues managed by respondent or to which respondent is currently making application or negotiating.
16. A description of all claims and litigation history within the past ten (10) years, if any, by or against the respondent or any of its principles or staff members relating in any way to the operation, maintenance or marketing of any facility or venue, sports or otherwise.
17. A statement that respondent has reviewed and certifies that it will be able to meet, for the benefit of the CVB, the TDC and Bay County the Loss Control, Safety, Drug

Free Workplace and Insurance Requirements, attached, incorporated and marked Exhibit C.

18. The person(s) signing each response must do so under oath and the signature page must contain a jurat in materially the following form:

County of \_\_\_\_\_  
State of \_\_\_\_\_

All persons signing this response to the Panama City Beach Convention and Visitors Bureau, Inc.'s Request for Statements of Qualification for a Sports Fields and Stadium Complex Management Agreement state that the information contained in the response is true, accurate and sufficiently compete to not be misleading.

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2017.

(seal)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

### **PART 3: DESCRIPTION OF COMPETITIVE NEGOTIATION PROCESS**

#### **SELECTION PROCEDURES**

Statements of Qualification will be reviewed individually and ranked individually in order of preference by the members of the CVB Board of Directors. The three firms, if that many apply, with the highest combined preference may be invited to make presentations and be interviewed by the CVB Board of Directors who shall then rank the interviewed firms in whatever order of preference the Board chooses.

#### **EVALUATION CRITERIA**

Respondents will be evaluated on the following criteria, which are deemed to be, collectively, of relatively equal weight for evaluation purposes:

1. Qualifications and experience operating and maintaining multi-purpose sports tournament and event complexes, including the number, size, location, success (in terms of volume, reputation and finances), and comparability to the CVB's goals for the Complex.
2. Documented ability and capacity to market multi-purpose sports tournament and event complexes of similar size and scope as the Complex.

3. Completeness of response, clear understanding of the expressed concept and objectives, and offered methodologies.

### **CONTRACT NEGOTIATION**

CVB staff will attempt to negotiate an agreement with the top ranked respondent upon terms and at a rate or method of compensation staff determines is fair, competitive and reasonable. It is anticipated that construction of the Complex will be financed by the County's issuance of debt on which the interest is exempt from Federal income taxation. In that event, the County's bond counsel must opine that the agreement will not affect the tax exempt status of the debt. The CVB President shall recommend the negotiated and approved agreement to the CVB Board of Directors for final approval. The CVB Board may accept, revise or reject the recommended agreement. Should the CVB be unable to negotiate and approve a satisfactory agreement, negotiations will be terminated and negotiations will be initiated with the second most qualified firm. Should the CVB be unable to negotiate and accept a satisfactory contract with the second most qualified firm, negotiations will be terminated and negotiations will be initiated with the third most qualified firm. Should the CVB be unable to negotiate and accept a satisfactory contract with any of the selected firms, then the CVB may select additional firms and continue negotiations until a satisfactory agreement is reached, or request additional statements of qualification.

- Exhibit A: Description and Preliminary Site Plan of the Complex
- Exhibit B: Public Entity Crimes Statement
- Exhibit C: Bay County the Loss Control, Safety, Drug Free Workplace and Insurance Requirements



**Panama City Beach Sports Park & Stadium Complex**  
EXHIBIT A



**PANAMA CITY BEACH SPORTS PARK**  
January 12, 2016

Master Plan Conceptual Rendering - Aerial



CREATING SPORTS PARKS OF DISTINCTION

# Panama City Beach Sports Park & Stadium Complex

## Description

Panama City Beach Sports Park & Stadium Complex is more than just a collection of sports fields; it is a year round destination that offers players, coaches and family members an unmatched combination of elite sports competition and a family vacation. Located on 162 acres just minutes from the stunning white sand beaches of the Gulf of Mexico, the park incorporates the Florida landscape into the design of the complex, creating a facility that will not only drive dynamic economic growth through tournament play, but also stays true to the identity of the local community.

Designed amidst Florida wetlands, the complex will be situated around a central corridor that will be the heartbeat of the park. Complete with a concession and vendor row, a variety of family-friendly activities, and team warm-up areas, this central corridor can be programmed in a variety of ways.

All of the fields will be built to provide athletes with world-class playing surfaces and high-end training areas. The initial phase will include nine (9) artificial turf multi-use fields with permanent seating and four (4) natural grass fields. The flexible design of the fields will allow the facility to focus on and drive demand throughout the spring and fall seasons, in addition to the traditional summer months.

Careful site design will allow the complex to preserve and incorporate natural site features, such as wetlands and mature trees, in a way that is uncommon for newly constructed sports parks. Additionally, the park will feature a system of walking trails that connect different parts of the complex and also provide amenities for the surrounding Breakfast Point development. This connection creates a sense of community that few other facilities can match, and will allow the park to be a community asset while also connecting visitors to local shops, restaurants and attractions.

The combination of high quality visitor amenities, professional sports fields and creative site design will create a unique destination that sets a new standard for sports complexes throughout the country.

<http://www.visitpanamacitybeach.com/sports/new-sports-complex/>







**SPORTS PARK SITE LEGEND**

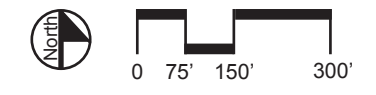
- A. MAIN PAVILION BUILDING  
ADMINISTRATIVE OFFICES, FIRST AID,  
CONCESSIONS, REST ROOMS
- B. PARK PAVILION  
FIRST AID, SNACK/VENDING CONCESSIONS,  
RESTROOMS
- C. PLAYGROUND
- D. BATTING CAGES
- E. SHADE STRUCTURE
- F. CONCESSIONS - FOOD & BEVERAGE
- G. ENTERTAINMENT  
MINATURE GOLF, ROPES/CHALLENGE COURSE,  
ZIP-LINE, WIFFLEBALL FIELD
- H. PARKING - 831 SPACES
- I. MAINTENANCE - 5400 SF
- J. FUTURE FIELDS
- K. FUTURE COLLEGE COMPLEX

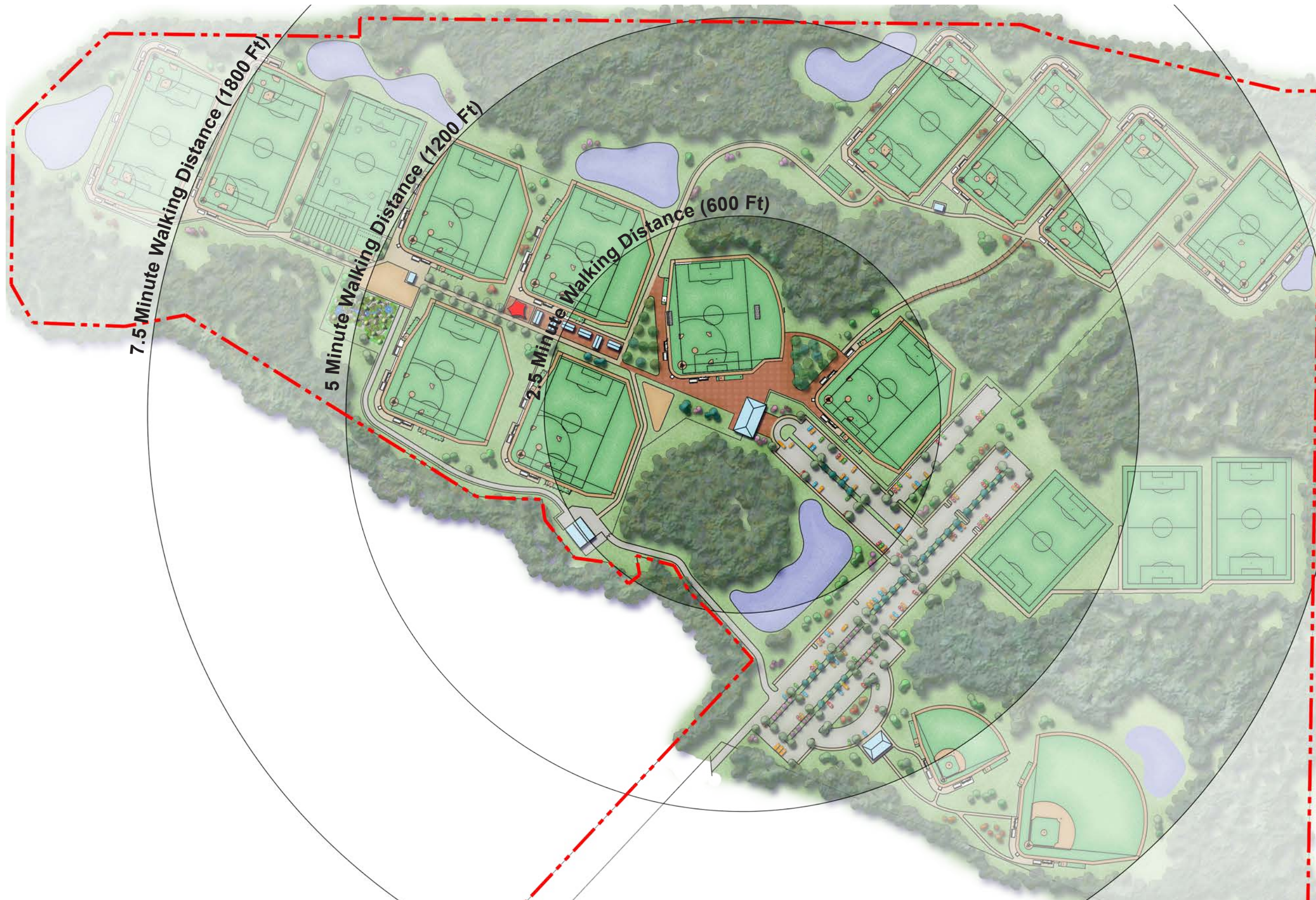
- FIELD 1 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES, SOCCER 210 FT. X 330 FT.
- FIELD 2 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES, SOCCER 210 FT. X 330 FT.  
BLEACHER SEATING BOTH SIDELINES; PLAZA  
BREAKOUT SPACE
- FIELD 3 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES, SOCCER 210 FT. X 330 FT.
- FIELD 4 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES & SOCCER 210 FT. X 330 FT.
- FIELD 5 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES & SOCCER 210 FT. X 330 FT.
- FIELD 6 MULTI-USE FIELD  
BASEBALL - 90 FT. BASES & SOCCER 210 FT. X 330 FT.
- FIELD 7 MULTI-USE TRAINING FACILITY  
BASEBALL & SOFTBALL, SOCCER & LACROSSE  
WITH TRAINING WALL
- FIELD 8 MULTI-USE FIELD  
2 - BASEBALL & SOFTBALL - 60 FT. BASES &  
SOCCER 210 FT. X 330 FT.

- FIELD 9 MULTI-USE FIELD  
2 - BASEBALL & SOFTBALL - 60 FT. BASES  
& SOCCER 210 FT. X 330 FT.
- FIELD 10 MULTI-USE FIELD  
2 - BASEBALL & SOFTBALL - 60 FT. BASES  
& SOCCER 210 FT. X 330 FT.
- FIELD 11 MULTI-USE FIELD  
2 - BASEBALL & SOFTBALL - 60 FT. BASES  
& SOCCER 210 FT. X 330 FT.
- FIELD 12 MULTI-USE FIELD  
2 - BASEBALL & SOFTBALL - 60 FT. BASES  
& SOCCER 210 FT. X 330 FT.
- FIELD 13 MULTI-USE FIELD  
1 - BASEBALL & SOFTBALL - 60 FT. BASES  
& SOCCER 210 FT. X 330 FT.

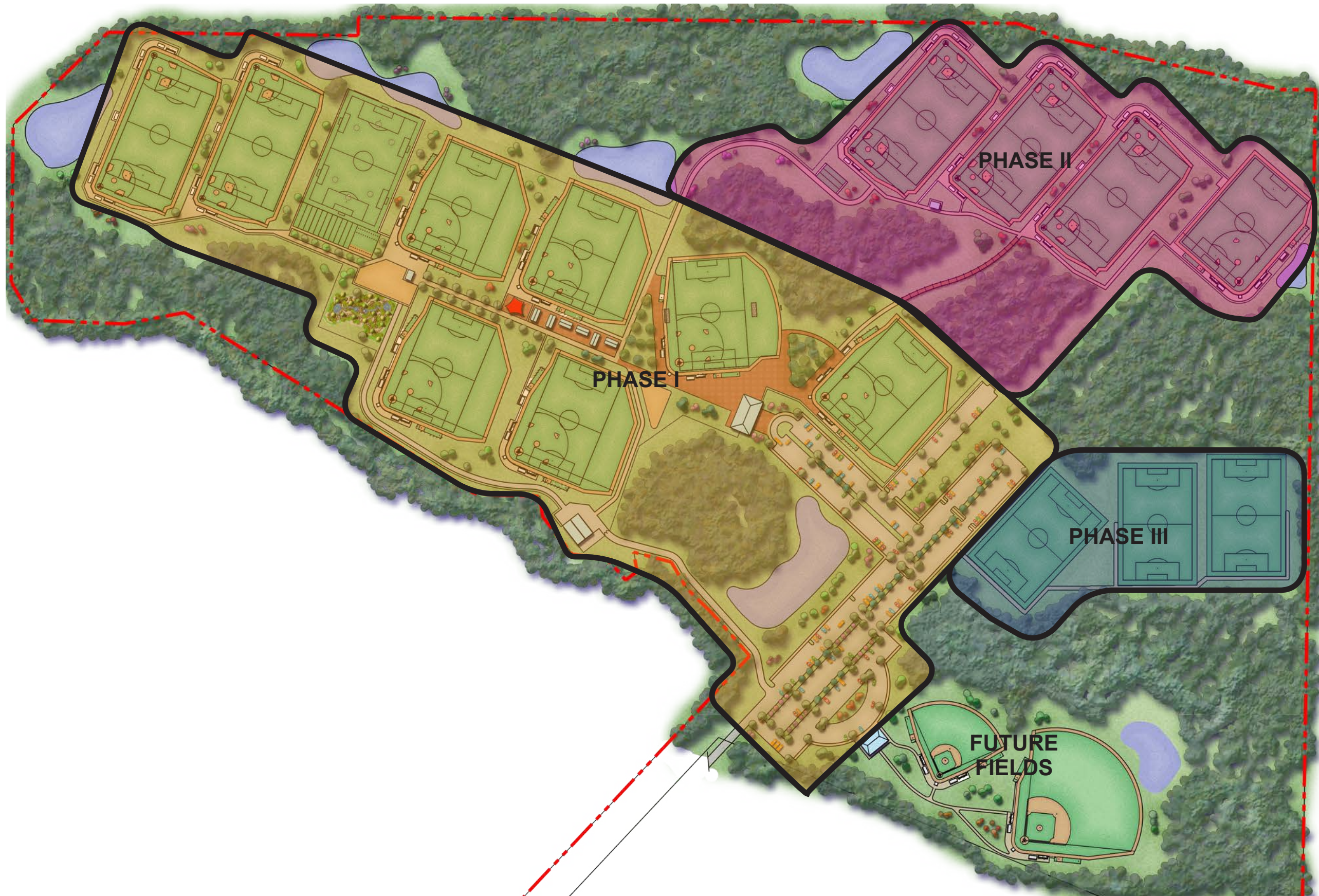
**SPORTS PARK TOTAL AREA - 107.97 ACRES**

**School Site**





CREATING SPORTS PARKS OF DISTINCTION



PHASE I

PHASE II

PHASE III

FUTURE  
FIELDS



CREATING SPORTS PARKS OF DISTINCTION





**Panama City Beach Sports Park & Stadium Complex**  
**EXHIBIT B**

**PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a Submittal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

**BAY COUNTY INSURANCE REQUIREMENTS**  
**EXHIBIT C**

**1. LOSS CONTROL/SAFETY**

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

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

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

**2. DRUG FREE WORK PLACE REQUIREMENTS**

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

**3. INSURANCE - BASIC COVERAGES REQUIRED**

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

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

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

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

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.



h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

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

j. BUSINESS AUTO LIABILITY COVERAGE

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

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

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

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The CVB, TDC and County shall be named as an Additional Insureds for both General Liability and Business Auto Liability.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

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

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

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

**4. ADDITIONAL INSURANCE**

If checked below, the County requires the following additional types of insurance.

**Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \_\_\_\_\_ per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

**Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

**Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \_\_\_\_\_ is required by the County for this agreement or contract.

**Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

**Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

**Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

**Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

**Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

**Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

**Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

**Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

**Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

**Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

**Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

**Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

**Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

**Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

**Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be \_\_\_\_\_ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

**Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

**United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

**Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act