

**COMMUNITY REDEVELOPMENT AGENCY
REQUEST FOR QUALIFICATIONS
Urban Design and Code Amendment Services for
Community Redevelopment Area Overlay
RFQ NO. 17-043**

The Community Redevelopment Agency (CRA) of the City of Pensacola is requesting sealed statements of interest and qualifications through **August 24, 2017** at **2:30 P.M., local time**, from professional firms experienced in urban design and code development services with said services being used for the development of codified overlay districts for each of the City of Pensacola's three (3) community redevelopment areas.

Immediately following the deadline for receipt of statements, those statements received will be opened and publicly acknowledged. Statements of qualifications with an **original signature and six (6) additional copies, plus one (1) electronic copy on flash drive or CD**, should be submitted to:

City of Pensacola
Purchasing Office
City Hall, 6th Floor
222 West Main St.
Pensacola, Florida 32502

Statements must be clearly marked "Statement of Interest and Qualifications for Urban Design and Code Amendment Services for Community Redevelopment Area Overlay." Statements received after the closing time will not be accepted.

Questions regarding this solicitation, or requests for copies of a more detailed description of projects, if not attached, may be addressed in writing to:

George Maiberger, Purchasing Manager
City of Pensacola
222 West Main Street
Pensacola, Florida 32502
gmaiberger@cityofpensacola.com

The CRA adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please call (850) 435-1835 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the CRA time to provide the requested service.

The CRA reserves the right to accept or reject any or all responses, to waive any irregularities, technicalities, or informalities, and to re-advertise for a RFQ when deemed in the best interest of the CRA.

Attest:
Ericka L. Burnett
City Clerk

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
Jewel Cannada-Wynn
Chairperson

The CRA provides equal access in employment and public services.

SECURITY NOTICE

Visitors to City Hall are required to sign in and will receive a badge to access a specified floor. Metal detection devices might also be employed. Anyone delivering a submittal is advised to arrive early to allow for the additional time needed due to security measures.

Late submittals will not be accepted.

I. GENERAL INSTRUCTIONS

- A. The response should be submitted in a sealed envelope addressed to:

City of Pensacola
Purchasing Office
City Hall, 6th Floor
222 West Main St.
Pensacola, Florida 32502
(850) 435-1835

Deadline: **August 24, 2017** at **2:30 P.M.**, local time. Statements received after the closing time will be returned unopened.

- B. One (1) original statement of qualifications, with original signature of an authorized representative of the responding firm, and six (6) copies, plus one (1) electronic version on flash drive or CD, must be furnished on or before the deadline.
- C. The CRA is not liable for any costs incurred by any interested party in responding to this RFQ.
- D. Firms responding to the RFQ must be available for presentations/interviews to the Selection Committee. This will be in person in Pensacola.
- E. Submittals should respond to each item noted in the Submittal Format and Evaluation Criteria in the order noted. Identify responses with the same paragraph notation as this RFQ.
- F. Submittals must be typed or printed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections will be allowed after submittals are opened.
- G. **Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids>. Interested bidders are advised to check the site frequently.**

II. BACKGROUND AND PURPOSE

It is the intent of this solicitation to select an urban design and code development team to develop and assist with the codification of overlay districts for the City of Pensacola's three Community Redevelopment Areas: the Urban Core, Eastside Urban Infill and Westside. Chief goals of the CRA's community redevelopment efforts are blight elimination, property value enhancement and revitalization of these inner city neighborhoods. The CRA's vision for creating high quality, livable public spaces and vital communities is guided by the adopted Community Redevelopment Area Plans for each area. These plans serve as guiding documents area redevelopment. The plans may be accessed at <http://cityofpensacola.com/532/Planning-Documents>.

Existing conditions within the districts include an abundance of vacant parcels and dilapidated structures which present prime opportunities for redevelopment. Development and codification of the overlays must include the use of sound urban design principles to generate redevelopment which catalyzes economic growth through the availability of quality housing, office, retail and restaurant space, and promotes active public use. The purpose of the redevelopment overlay is to foster predictable built results as the districts transform. Pensacola is a historic city with considerable architectural character. The overlays should

support new development and redevelopment that is congruous with the best features, configurations and functions of the traditional character of the community.

The product should address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The final product must be ready for adoption and integration into Pensacola's existing regulatory framework (Land Development Code).

III. SCOPE OF SERVICES REQUIRED

Primary Work Product: This contract will result in proposed codification of overlay districts for the City of Pensacola's three Community Redevelopment Areas: the Urban Core, Eastside Urban Infill and Westside. The product will address the relationship between building facades and the public realm, the form and mass of buildings in relation to one another, and the scale and types of streets and blocks. The final product must be integrated into the CRA's existing regulatory framework (zoning and land development regulations) in a manner that insures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the overlay districts.

Sections of the final product may include, but are not limited to, the following:

- Overview (principles and intent, explanation of regulations and process in clear user-friendly language)
- Urban Patterns (building placement and form, parking standards, stormwater management options)
- Architectural Guidelines (massing and articulation, composition of facades and window placement, windows and doors, special elements, materials and color)
- Landscape Guidelines (landscaping for sustainability, stormwater management, paving materials, fencing and site walls)

The process for development of the final product will include:

Phase I: Understanding the Context (Max. 45 days)

This phase will include a contextual review of the regulatory framework, related planning documents, including but not limited to community redevelopment plans, physical details, and historic development and architectural patterns. The Consultant will coordinate with the CRA team to identify key issues, enforcement and review processes, and best precedents of building types, public spaces, and landscape treatments. The Consultant will produce and review all findings and a draft product outline with the CRA team.

Phase II: Production of Draft Overlays (Max. 60 Days)

Phase II will include production of a draft set of overlays for review and comment by the CRA team. The Consultant will coordinate with the CRA team to allow for a thorough review of the product and incorporate all edits and additions requested. The Consultant will present the draft approach to the City Council, Community Redevelopment Agency, Planning Board and in an open Public Forum.

Phase III: Production of Final Overlays (Max. 60 days)

The Consultant will incorporate all comments provided by the CRA team, CRA leadership and neighborhood input and produce a final draft for review by the CRA team. The Consultant will incorporate all final comments and deliver the final product.

IV. SUBMITTAL FORMAT

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in the attached Evaluation Sheet. Submittals shall be limited to **thirty (30) double-sided pages** (page count excludes the cover, cover letter, table of contents, section dividers, the sample code document, and any CRA-provided form), and shall be bound with spiral or GBC binders. Each section in the submittal should follow the format/organization noted in this section (Sections A – G). The selection of the short-listed firms will be based on the information provided on the forms and in the additional sections.

An authorized representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the CRA may reject submittals which are substantially incomplete or lack key information.

Submittals should include the following items along with other material to demonstrate Consultant's expertise and capability:

- A. **Introduction:** This section will contain a cover letter no longer than two (2) pages, signed by an authorized representative of the offering firm. The table of contents will follow the cover letter. Included in the introduction section should also be the completed Certification Regarding Debarment forms and Submittal Signature Sheet included in this packet. **This section is not included in overall page count.**
- B. **Certification as a VBE/SBE/MBE/DBE/WBE or partnership with an SBE/MBE/DBE/WBE:** Indicate whether or not the firm is itself a Veteran Business Enterprise, or if the firm is or is partnered with a Small/Minority/Disadvantaged/Women-Owned Business Enterprise as certified by the Florida Department of Management Services, Office of Supplier Diversity.
- C. **Description of Approach:** Up to two pages describing the Consultant's typical approach to projects similar to this one, including the nature of the public process and intended extent of public involvement.
- D. **Proposed Schedule:** Include a proposed timeframe for completion of Phases I through III, as identified in Section III, Scope of Services Required. Provide information on the current workload of the firm and personnel assigned to work with or consult with the CRA.
- E. **Team Expertise:** The project team is comprised of the staff assigned to the specific project. The firm shall provide a letter of commitment for each of the key staff members to be assigned to the project. This letter shall not be counted towards the page limit of the response package.

Describe the general and specific project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. Include general qualifications, the multi-disciplinary nature of the team assembled for this project, and specific evidence of relevant experience creating and integrating form-based codes/overlays.

Give a brief résumé of key persons to be assigned to the project, including, but not limited to:

- Name and title
- Job assignment for other projects
- Proposed job assignment for this project
- Percentage of time to be assigned full time to this project

- Number of years with the firm
- Number of years with other firms
- Experience (Type of projects; Specific project involvement)
- Education
- Active Registration (if applicable)
- Other experience and qualifications relevant to this project

F. **Comparable Projects:** Summary of urban design and form-based code projects in progress or completed, with the following information for each code:

- Reference name with current contact information
- Current status of code (drafting in progress; drafting completed; adopted)
- Nature of public involvement in urban design process and formulation of code
- Client type (clarifying role of private sector client, if any)
- Was the vision plan created as part of this process, or done separately?
- Size and scale of geographic area
- Type of development (greenfield; infill/redevelopment; city-wide code)
- Type of code: Overlay, Mandatory (integrated into existing code; freestanding), Optional “parallel” code, Floating-zone code

G. **Sample Code Document:** Please include one or more sample code documents selected from the list of comparable projects. If this document is the code as originally proposed by Consultant, please also include the code as formally adopted by the municipality and a brief explanation of differences between the two. Photos of designed or built results of the code are encouraged but must be accompanied by a description of their specific relationship to the form-based coding process. **This section is not included in overall page count.**

V. **EVALUATION OF SUBMITTAL**

Consultants responding to this RFQ must demonstrate the following:

- Experience in urban design and preparing municipal form-based codes that regulate development and redevelopment in other communities.
- Experience in building community consensus to support innovative regulatory structures.
- Strong graphic skills.
- Strong skills in written and oral communication.
- Experience in identifying, evaluating, codifying, and explaining the essential qualities of community design and character.
- Experience in writing or implementing municipal land development regulations.

The CRA will evaluate all submittals to determine which Consultants have the experience and qualifications that are most suited for this project. The CRA may request personal interviews with the highest-ranked Consultants.

Proposals will be ranked as follows:

Experience and ability of the firm:

40 Points

1. Qualifications of principals
2. Overall staff resources

3. Capability of proposed office
4. Experience of firm on projects of similar size and scope

Experience and qualifications of proposed staff: 40 Points

1. Background and experience in stated discipline
2. Experience of proposed personnel on similar projects

Ability to meet CRA schedule: 15 Points

1. Ability to meet or exceed scope of service production timeline
2. Current workload of firm and of personnel assigned to work with or consult with the CRA

MBE/SBE/DBE/WBE Participation 3 Points

Veteran Owned Firm (VBE) 2 Points

VI. INTERVIEW PROCESS

Firms will be evaluated based upon the written material submitted to the CRA in response to this RFQ. An evaluation committee will review the submittals and the CRA may schedule oral presentations/interviews. Firms selected for oral presentations/interviews will be required to have the proposed project manager present at and participate in the interview. The evaluation committee will make a recommendation to the CRA regarding the selection of the firms.

VII. RFQ, SUBMITTAL AND EVALUATION SCHEDULE (all dates subject to change)

| | |
|--|------------------------|
| Advertise RFQ | July 26, 2017 |
| Deadline for Questions | August 14, 2017 |
| Deadline Date for Receipt of Submittals | August 24, 2017 |
| Selection Committee Review & Oral Presentations | TBD |
| CRA Negotiates Contract | TBD |
| Contract to CRA for approval | TBD |

VIII. GENERAL TERMS AND CONDITIONS

A. No Contingency Fees

By responding to this solicitation, each Proposer warrants that it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the firm, to solicit or secure an agreement pursuant to this solicitation and that it has not and will not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement.

B. Selection Process

The selection process will be conducted under the Florida Statute §287.055 (Consultants’

Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

C. M/WBE, SBE, VBE Participation

Minority/Women Business Enterprise (M/WBE)

The Pensacola City Council has adopted a Minority/Women Business Enterprise Ordinance #04-15. This ordinance encourages participation of minority and woman-owned business in the City procurement process. Minority or Woman-Owned Business Enterprise (M/WBE) is defined as:

A business located in the Pensacola Regional Area (Escambia, Okaloosa, Santa Rosa, Walton Counties and Mobile, AL) and which is at least 51 percent owned by one or more minority/woman individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership is by one or more minority/woman individuals who are U.S. citizens or legal resident aliens; and for which both management and daily business operations are controlled by one or more minority/woman individuals.

Small Business Enterprise (SBE)

The Pensacola City Council has adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Small Business Enterprise (SBE) is defined as:

An independently owned and operated business concern located in the 325- zip code area, which employs 50 or fewer permanent full-time employees, and which has a net worth of not more than \$1,000,000. As applicable to sole-proprietorships, the \$1,000,000 net worth shall include both personal and business investments.

Veteran Business Enterprise (VBE)

The Pensacola City Council has adopted a Veteran Business Enterprise Ordinance #09-15 providing a “preference” for veterans businesses that have been certified by the State of Florida, through the Department of Management Services and which are located in Escambia or Santa Rosa County.

The impact of the ordinance is that bids or quotes received by certified veterans businesses will be given a preference for award, if their bid or quote is within certain percentages of the lowest responsible bid submitted by a non-veteran business. If the lowest and most responsible bid or quote is submitted by a certified veteran business or a certified woman-owned or minority firm, then the preference shall not apply. In addition to bids and quotes, Requests for Proposals (RFPs) or Requests for Qualifications (RFQs), will provide two (2) percentage points in proposal scoring for proposals received by a certified veteran.

If your company meets the criteria of a Minority/Women Business Enterprise, Small Business Enterprise or Veteran Business Enterprise as defined above, please include this information in your response.

D. Insurance and Indemnification

Before starting and until termination of work for, or on behalf of the CRA, the Consultant shall procure and maintain insurance of the types and to the limits specified.

The term CRA as used in this section of the Contract is defined to mean the City Council of the City of Pensacola in its capacity as the Community Redevelopment Agency, the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation; financial stability and claims payment reputation is satisfactory to the CRA, for the CRA's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

WORKER'S COMPENSATION

The Consultant shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as required by law. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least **\$100,000** each person - accident, **\$100,000** each person - disease, **\$500,000** aggregate - disease.

COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL AND UMBRELLA LIABILITY COVERAGES

The Consultant shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The CRA shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The CRA shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Consultant agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, products and completed operations, contractual liability, and independent contractors. Broad Form Commercial General Liability coverage, or its equivalent shall provide at least, broad form contractual liability applicable to this specific contract, personal injury liability and broad form property damage liability. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Professional Liability insurance coverage must be provided to afford protection for errors and omissions arising out of services provided under, or associated with this Contract.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the CRA

shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The CRA shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the CRA, the Consultant shall furnish copies of the Consultant's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the CRA on ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the CRA an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Consultant shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to CRA and shall file with the CRA Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the CRA, the Consultant shall, upon instructions of the CRA, cease all operations under the Contract until directed by the CRA, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521

INSURANCE OF THE CONSULTANT PRIMARY

The Consultant required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Consultant coverage. The Consultant's policies of coverage will be considered primary as relates to all provisions of the contract.

LOSS CONTROL AND SAFETY

The Consultant shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Consultant shall not be deemed to be an agent of CRA. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

HOLD HARMLESS

The Consultant shall indemnify and hold harmless the CRA, City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of this contract. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Consultant agrees to pay on behalf of the CRA, as well as provide a legal defense for the City, both of which will be done only if and when requested by the CRA, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the CRA shall be in addition to any and all other legal remedies available to the CRA and shall not be considered to be the CRA's exclusive remedy.

**COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
REQUEST FOR QUALIFICATIONS
CONTRACTUAL SERVICES
GENERAL CONDITIONS**

To ensure acceptance, all respondents submitting qualifications to the CRA shall be governed by the following conditions, attached specifications, and qualification form(s) unless otherwise specified. Qualifications not submitted on the qualification form(s) provided shall be rejected, and qualifications not complying with these conditions will be subject to rejection.

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the CRA. However, the CRA invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The respondent may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the qualification is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the qualification. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The CRA reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the CRA to award a contract to any respondent and the CRA reserves the right to award a contract to or negotiate a contract with a responsible respondent submitting the most responsive or best alternative qualification for a resulting contract which is most advantageous to and in the best interest of the CRA. The CRA shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
4. **Qualification Submittal Bond: None.**
5. **Delivery:** Qualification quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the CRA until after receipt of delivery has been acknowledged by an authorized representative of the CRA.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in determining the best qualification. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the service(s) judged acceptable to the CRA or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low qualification.
7. **Exceptions to Specifications:** In order that equal consideration be given in evaluating qualifications, any exceptions to or deviations from the specifications as written must be noted and fully explained. The CRA is the final authority in determining the acceptability of any exceptions to specifications.
8. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
9. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the CRA including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).

10. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office, or as instructed on the Request for Qualification Page, at least ten (10) days prior to the qualification submittal deadline. Inquiries must reference the proposed service and the date of the qualification submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The CRA shall not be responsible for any other explanation or interpretation.
11. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all qualifications received in response to these specifications, and shall govern any and all claims between person(s) submitting a qualification response hereto and the CRA, by and through its officers, employees and authorized representatives. A lack of knowledge by the respondent concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The respondent agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
12. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its qualification all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Respondent must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations.
13. **Mistakes:** Respondents are expected to examine the conditions, scope of work, qualification prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at the respondent's risk. Unit prices bid will govern in award.
14. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the CRA under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the CRA's budget.
15. **Permits and Taxes:** The respondent shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
16. **Prevailing Party Attorney's Fees:** The prevailing party in any action, claim or proceeding arising out of this contract shall be entitled to attorney's fees and costs from the losing party.
17. **Prohibited Conduct by Bidders:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the CRA, any party interested in submitting a bid, qualification, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council serving in its capacity as the Community Redevelopment Agency or City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
18. **Protests:** Protests of the plans, specifications, and other requirements of requests for qualifications must be received in writing by the Purchasing Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of bid or contract must be in writing and received in the Purchasing Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.
19. **Public Entity Crimes:** By submitting a qualification each respondent is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).

20. **Public Records:** Any material submitted in response to this Request for Qualification will become a public document pursuant to Florida Statute §119.07. This includes material which the responding respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Florida Statute §119.07.
21. **Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor's failure to comply with this provision, within seven (7) days of notice from the CRA, shall constitute an immediate and material breach of contract for which the CRA may, in the CRA's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
22. **Qualification Withdrawals:** No qualification may be withdrawn after closing time for receipt of qualifications for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
23. **Rejection of Qualifications:** The CRA reserves the right to accept or reject any or all qualifications, to award qualifications on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for qualifications when deemed in the best interest of the CRA.
24. **Sealed Qualifications:** The specifications and all executed qualification forms must be submitted in a sealed envelope. All qualifications must be signed by an authorized representative of the respondent. In the event more than one qualification submittal deadline is scheduled for the same date and time, do not include qualifications concerning different sets of specifications within the same envelope. The face of the qualification envelope shall be plainly marked identifying the service(s) proposed and the qualification number. It shall be the sole responsibility of the respondent to assure receipt of qualification at the Purchasing Office prior to the published time for the qualification submittal deadline. No qualification will be accepted after closing time for receipt of qualifications, **nor will any offers by telephone, fax, internet or email be accepted.**
25. **Tax:** The CRA is exempt from all State and local sales tax.
26. **Termination for Convenience:** A contract may be terminated in whole or in part by the CRA at any time and for any reason in accordance with this clause whenever the CRA shall determine that such termination is in the best interest of the CRA. Any such termination shall be effected by the delivery to the contractor at least thirty (30) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.
27. **Unauthorized Aliens:** The CRA shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.
28. **Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

52.209-5 FAR Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

1. The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**52.209-6 FAR Protecting the Government's Interest When Subcontracting
with Contractors Debarred, Suspended, or Proposed for Debarment**
(This form does not count against page total)

1. The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.

The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST ACCOMPANY SUBMITTAL.

**SMALL / MINORITY / DISADVANTAGED / WOMEN-OWNED
BUSINESS ENTERPRISE
PARTICIPATION FORM**

(This form does not count against page total)

Please indicate if your firm is certified as an S/M/D/WBE.

| Respondent's Name: | Respondent's Designation |
|--------------------|--------------------------|
| | |

If your firm is partnering with or subcontracting with a certified S/M/D/WBE, please provide the information requested below.

| NAME OF S/M/D/WBE FIRM | PARTNER OR SUBCONTRACTOR | % OF CONTRACT PERFORMANCE |
|---------------------------|-----------------------------|------------------------------|
| 1. _____ | | |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| 5. _____ | | |
| 6. _____ | | |
| 7. _____ | | |
| 8. _____ | | |
| 9. _____ | | |
| 10. _____ | | |

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

EVALUATION SHEET
 URBAN DESIGN AND CODE AMENDMENT SERVICES FOR
 COMMUNITY REDEVELOPMENT AREA OVERLAY
RFQ NO. 17-043
 WRITTEN SUBMITTAL

Name of Firm(s): _____

Reviewer: _____

| | <u>Possible Points</u> | <u>Awarded Points</u> |
|--|----------------------------|---------------------------|
| Experience and ability of the firm: | 40 | _____ |
| 1. Qualifications of principals | | |
| 2. Overall staff resources | | |
| 3. Capability of proposed office | | |
| 4. Experience of firm on projects of similar size and scope | | |
| Experience and qualifications of proposed staff: | 40 | _____ |
| 1. Background and experience in stated discipline | | |
| 2. Experience of proposed personnel on similar projects | | |
| Ability to meet City schedule: | 15 | _____ |
| 1. Ability to meet or exceed scope of service production timeline | | |
| 2. Current workload of firm and of personnel assigned to work with or consult with the CRA | | |
| MBE/SBE/DBE Participation | 3 | _____ |
| Veteran Owned Business (VBE) | 2 | _____ |
| | TOTAL POINTS | _____ |

Comments:

SIGNATURE SHEET

(This form does not count against page total)

QUALIFICATION NO. 17-043

URBAN DESIGN AND CODE AMENDMENT SERVICES FOR
COMMUNITY REDEVELOPMENT AREA OVERLAY

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

**TO RECEIVE CONSIDERATION FOR AWARD,
THIS SIGNATURE SHEET
MUST BE RETURNED AS PART OF YOUR RESPONSE.**

(This form does not count against page total)