

**CITY OF PENSACOLA  
REQUEST FOR QUALIFICATIONS  
RFQ NO.: 23-019**

**Land Development Code Assessment and Recommended Amendments for  
Potential Rewrite or Update of the Land Development Code**

The City of Pensacola is requesting sealed statements of interest and qualifications from professional firms experienced in land development code analysis with said services being used for the potential amendment or re-write of the City of Pensacola's Land Development Code (LDC). Upon completion of the analysis and recommendation work product, the Consultant shall be retained for a period of five (5) years for the purpose of providing continued code update, amendment and analysis services and consistency review.

Sealed and complete hardcopy statements of interest and qualifications **with original or electronic signature**, and **six (6) additional copies**, plus **one (1) complete electronic copy (PDF)** on CD or flash drive, must be received no later than **March 20, 2023, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)  
222 West Main Street  
Pensacola, Florida, 32502  
Attention: Purchasing**

The face of the sealed envelope shall be plainly marked identifying the respondent, and the RFQ title and number. Submissions received after the closing time will not be accepted. Multiple submittals from the same entity will not be accepted. Immediately afterward those submittals received will be opened and publicly acknowledged. Interested parties may attend.

At the conclusion of the selection process, a Notice of Intent to Award will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). Respondents are advised to check the website frequently.

Complete specifications, if not attached, may be obtained from the City of Pensacola website, [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Any addendum issued will be posted to the City's website. Respondents are responsible for obtaining addenda, and are advised to check the website frequently.**

Any questions concerning the RFQ should be addressed and submitted in writing **no later than March 10, 2023, at 10:00 A.M., local time, to:**

**George Maiberger, Purchasing Manager**  
**City Hall 6th Floor**  
**222 West Main Street**  
**Pensacola, Florida 32502**  
[purchasing@cityofpensacola.com](mailto:purchasing@cityofpensacola.com)

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) or call (850) 436-5600. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all submittals, to waive any submittal informalities and to re-advertise for submittals when deemed in the best interest of the City.

Attest:  
Ericka L. Burnett  
City Clerk

CITY OF PENSACOLA  
D. C. Reeves  
Mayor

The City of Pensacola provides equal access in employment and public services.

**SECURITY NOTICE**

Visitors to City Hall will be required to stay in the lobby unless otherwise directed.

**Late submittals will not be accepted.**

## **I. GENERAL INSTRUCTIONS**

- A.** Firms responding to the RFQ must be available for interviews to the Selection Committee. These interviews will be held in person at City Hall, 222 West Main Street.
- B.** 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.
- C.** 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.
- D.** Any addendum issued will be made available on the City's website at <http://www.cityofpensacola.com/bids.aspx>. Interested bidders are advised to check the site frequently.
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

## **II. BACKGROUND AND PURPOSE**

The City of Pensacola's Development Services Department is seeking to complete an assessment and recommendations for a potential update or re-write of the existing Land Development Code (LDC). It is the intent of this solicitation to select an urban design and land development code assessment team to review the efficiency of the existing LDC and to potentially update or re-write the existing code. The primary goals of the assessment are to identify sections of the code that can be improved by eliminating duplicative or conflicting issues and increasing the overall efficiency of the LDC.

The City's first Zoning Ordinance (LDC) was adopted on February 25, 1947. There have been amendments to sections of the LDC over the years, but not a comprehensive assessment of its entirety. The most recent amendment to the City's LDC was done in 2022. The LDC has had many authors over the years, which is a natural result of the cycle of elected officials and community leaders throughout history. A review of the LDC is necessary in order to develop findings and recommendations to establish a more cohesive review process for general land development and redevelopment.

The recommended amendments to the LDC should align with the City's Comprehensive Plan. If applicable, any recommendations that would also require revisions to the Comprehensive Plan shall be clearly defined. Subsequent to staff review of the assessment, the City may then proceed with a formal update to or "re-write" of the LDC. Should updates or a re-write be desired, the final product must be ready for review and adoption.

Following receipt of the Primary Work Product described in Section III below, the Consultant will be retained to provide continuing services for continued code update, amendment and analysis services and consistency review. Services provided prior to completion of the Primary Work Product (the “Project Period”) will be awarded on a lump-sum basis. Services provided after completion of the Primary Work Product (the “Continuing Services Period”), will be considered awarded on an “as needed” basis in accordance with a pre-determined fee schedule. During the Continuing Services Period, this contract will allow the City to solicit proposals directly from the consultant for individual projects, tasks, and to procure needed services. However, the City reserves the right to at any time solicit separate competitive proposals for any and all projects or tasks, regardless of fee or value. Selection as a consultant does not guarantee that the consultant will be called on a regular basis during the Continuing Service Period, nor does it guarantee a minimum level of compensation with respect to volume of work or fees.

### **III. SCOPE OF SERVICES REQUIRED**

**Primary Work Product:** This contract will result in proposed recommendations for amendments to the LDC that will result in more efficient review processes for general land development. Complete an initial review of the existing LDC regulations working with different internal stakeholders and identify a series of issues that will be addressed as part of this scope of work.

The final product must be integrated into the City of Pensacola’s existing regulatory framework (zoning and land development regulations) in a manner that ensures procedural consistency, meshes with state and local legal requirements, provides clarity as to applicability of existing regulations, and maximizes the effectiveness of the City’s land development code.

#### **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, historic preservation, and incentives)
- To strike a balance between incentives and regulations to optimize the number of affordable housing projects and affordable housing units
- Recommend updates to historic preservation land use districts to be consistent with current federal and state preservation standards and trends. May include recommendations for Certified Local Government eligibility.
- Recommend updates to pertinent LDC sections such as: trees/landscape, signs, zoning/land use, complete street implications and the Community Redevelopment Agency Overlay District.
- Provide budget estimate to update and rewrite City’s LDCs

#### **The process for development of the final product will include:**

The Consultant will coordinate with the City team to identify key issues and review of

existing LDC processes. The review may consist of both desk and field review. The Consultant will produce and review all findings and a draft product outline with the City team.

The Consultant will coordinate with the City 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 and Planning Board in an open Public Forum.

The Consultant will incorporate all comments provided by the City team and City leadership and produce a final draft for review by the City 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 should 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 in the written submittal.

An authorized representative of the firm shall sign the submittal. 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 City 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.
- B. **Certification as or partnership with an Minority/Small/Women Business Enterprise (3 points)**: Indicate whether the firm is itself or is partnered with any City-certified Minority/Small/Women-Owned Business Enterprise.
- C. **Certification as or partnership with a Veteran Business Enterprise (2 points)**: Indicate whether the firm is itself or is partnered with any City-certified Veteran-Owned Business Enterprise.
- D. **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.

- E. **Proposed Schedule:** Include a proposed timeframe for completion of the Primary Work Product 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 City.
- F. **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.

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 analyzing LDCs and similar planning and regulatory documents and providing recommendations which adhere to proven land development best practices and formulating updates and re-writing municipal codes. Demonstrate level of proficiency in analyzing and producing conventional Euclidean zoning codes, form-based codes, historic preservation, architectural and aesthetic regulations and building codes, particularly within the State of Florida.

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?; What was their specific project involvement?)
- Education
- Active Registration (if applicable)
- Other experience and qualifications relevant to this project

- G. **Comparable Projects:** Summary of comparable projects in progress or completed, with the following information for each project:

- Reference name, with current contact information
- Current status of project (in progress or completed)
- Nature of public involvement in analysis process and formulation of code
- Client type (clarifying role of private sector client, if any)
- Vision planning created as part of project development (as applicable)
- Size and scale of geographic area
- Type of code or regulatory document - municipal/government or private
- Type of regulatory document: land development code, overlay, form-based

code or regulations, historic preservation regulations, aesthetic regulations, building code, etc.

H. **Sample Document**: Please include three or more sample code documents selected from the list of comparable projects. If the project was utilized to perform amendments to a code document, please enumerate the adopted amendments along with a brief explanation of differences between the analysis product and the adopted or approved product. Provide the adopted or approved code document. Corresponding analysis and amended or re-written code documents are preferable for each project.

## V. **EVALUATION OF SUBMITTAL**

**Consultants responding to this RFQ should demonstrate the following:**

- Experience in urban design and reviewing, assessing and preparing municipal codes that regulate development and redevelopment in other communities.
- Experience in building community consensus to support innovative regulatory structures.
- Strong skills in written and oral communication.
- Experience in identifying, evaluating, codifying, and explaining the essential qualities of land development.
- Experience in analyzing, writing and implementing municipal land development regulations.
- Proficiency in analyzing and producing conventional Euclidean zoning codes, form-based codes, historic preservation, architectural and aesthetic regulations and building codes, particularly within the State of Florida.
- Proven success in facilitating robust and equitable public engagement for the purpose of community planning and land development coding.
- Firm grasp of environmental rules and regulations across all regulatory agencies applicable to Northwest Florida.

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

**Proposals will be ranked as follows:**

	<u>Points</u>
Experience and ability of the firm:	45
1. Qualifications of principals	
2. Overall staff resources	
3. Capability of proposed office	
4. Experience of firm on projects of similar size and scope	
5. Ability to meet City schedule	
Experience and qualifications of proposed staff:	45
1. Background and experience in stated discipline	
2. Experience of proposed personnel on similar projects	
3. Staff workload	
Quality of submittal:	10
1. Submittal organization and information flow	
2. Conciseness of information	
Certified as or partnered with City-certified DBE/MBE/SBE/WBE	3
Certified as or partnered with City-certified VBE	2

**VI. INTERVIEW PROCESS**

Firms will be evaluated for selection based upon the written material submitted to the City in response to this RFQ. An evaluation committee will review the submittals and the City 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 meeting. The evaluation committee will make a recommendation to the City regarding the selection of the firms.

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

<b>Advertise RFQ</b>	<b>February 17, 2023</b>
<b>Deadline for Questions</b>	<b>March 10, 2023</b>
<b>Deadline Date for Receipt of Submittals</b>	<b>March, 20, 2023</b>
<b>Selection Committee Review &amp; Oral Presentations</b>	<b>TBD</b>
<b>City Negotiates Contract</b>	<b>TBD</b>
<b>Contract to City for approval</b>	<b>TBD</b>



## 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. **Disadvantaged Business Enterprise Participation**

State funds may be used for portions of the projects during the term of the contract.

### D. **Insurance and Indemnification**

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

The term City as used in this section of the Contract is defined to mean 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 City, for the City'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 legally required. 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 City 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 City 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.

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 City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, 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 City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City 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 the City and shall file with the City 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 City, the Consultant shall, upon instructions of the City, cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521

#### INSURANCE OF THE CONTRACTOR PRIMARY

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

**REQUEST FOR QUALIFICATIONS**  
**CONTRACTUALSERVICES**  
**GENERAL CONDITIONS**

To ensure acceptance, all respondents submitting qualifications to the City of Pensacola 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. **Multiple submittals from the same entity will not be accepted.**

1. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any respondent and the City 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 City. The City shall be the sole judge of the qualification and the resulting contract, and its decision shall be final.
2. **Qualification (RFQ) Bond:** None.
3. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
4. **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 Mayor is the final authority in determining the acceptability of any exceptions to specifications.
5. **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 City of Pensacola including all labor, materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
6. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Qualifications Page. 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 City shall not be responsible for any other explanation or interpretation.

7. **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 City of Pensacola, 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.
8. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its submittal 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. The awarded respondent shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)).
9. **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 will govern in award.
10. **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.
11. **Pre-RFQ Meetings:** If an RFQ requires a mandatory pre-RFQ meeting, any representative of a firm wishing to submit a qualification must sign in with the name of the proposing firm.
12. **Prohibited Conduct by Respondents:** 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 City of Pensacola, 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, 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.
13. **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) business days prior to the scheduled qualification opening. A detailed explanation of the reason for the protest must be included. Protests of the intended award of submittal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.

- 14. 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.
- 15. 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 City, shall constitute an immediate and material breach of contract for which the City may, in the City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.
- 16. 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.
- 17. Rejection of Qualifications:** The City of Pensacola 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 City of Pensacola.
- 18. 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 sealed envelope shall be plainly marked identifying the respondent, the RFQ title and the RFQ 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.**

**19. Tax:** The City of Pensacola is exempt from all State and local sales tax.

**20. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery to the contractor at least thirty (30) business 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.

**21. Unauthorized Aliens:** The City of Pensacola 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.

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

**QUALIFICATION NO. 23-019**

**LAND DEVELOPMENT CODE ASSESSMENT  
AND RECOMMENDED AMENDMENTS FOR A POTENTIAL RE-WRITE  
OR UPDATE OF THE LAND DEVELOPMENT CODE**

**Signature Sheet**

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

Legal Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**



**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.

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

**52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment**

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.
  - D. 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 BE INCLUDED IN SUBMITTAL.**

## VETERAN BUSINESS ENTERPRISE PARTICIPATION FORM

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

**In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids.** For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

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

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 & DESIGNATION OF M/S/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.**

## **DRUG-FREE WORK PLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Work Place Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Work Place Program. In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**THIS FORM MUST BE INCLUDED IN SUBMITTAL.**

QUALIFICATION NO. 23-019

LAND DEVELOPMENT CODE ASSESSMENT  
AND RECOMMENDED AMENDMENTS FOR A POTENTIAL RE-WRITE  
OR UPDATE OF THE LAND DEVELOPMENT CODE

EVALUATION SHEET

Name of Firm(s): \_\_\_\_\_

Reviewer: \_\_\_\_\_

	Possible Points	Points Given
Experience and ability of the firm: 6. Qualifications of principals 7. Overall staff resources 8. Capability of proposed office 9. Experience of firm on projects of similar size and scope 10. Ability to meet City schedule	45	_____
Experience and qualifications of proposed staff: 4. Background and experience in stated discipline 5. Experience of proposed personnel on similar projects 6. Staff workload	45	_____
Quality of submittal: 3. Submittal organization and information flow 4. Conciseness of information	10	_____
Certified as or partnered with City-certified DBE/MBE/SBE/WBE	3	_____
Certified as or partnered with City-certified VBE	2	_____
TOTAL POINTS	105	_____

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_