

**CITY OF PENSACOLA  
COMMUNITY REDEVELOPMENT AGENCY**

**REQUEST FOR QUALIFICATIONS  
RFQ NO.: 23-014**

**Urban Planning, Design, Research, Analysis  
and Plan Amendment Services for  
Update of the Pensacola Community Redevelopment Plans**

The City of Pensacola's Community Redevelopment Agency (CRA) is requesting sealed statements of interest and qualifications from professional firms experienced in urban planning, design, research, analysis and plan amendment services with said services being used to update the community redevelopment plan for each of the City of Pensacola's three (3) community redevelopment areas. Following adoption of the plans, the Consultant will be retained to provide continuing services for plan implementation and consistency guidance for a period of five years.

Sealed envelopes containing complete hardcopy statements of interest and qualifications **with original or electronic signature, and five (5) additional copies**, plus **one (1) complete electronic copy (PDF)** on CD or flash drive, must be received no later than **May 1, 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 April 21, 2023**, at 10:00 A.M., local time, to:

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

The CRA adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to CRA 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 CRA time to provide the requested services.

The CRA 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 CRA.

Attest:  
Ericka L. Burnett  
City Clerk

Community Redevelopment Agency  
Teniade Broughton  
Chairperson

The CRA 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.**

## **GENERAL INSTRUCTIONS**

- A.** Firms responding to the RFQ must be available for oral presentations to the Selection Committee if shortlisted. These presentations will be conducted over Microsoft Teams.
- 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 CRA is not liable for any costs incurred by any interested party in responding to this RFQ.

## **Section A Purpose**

It is the intent of this solicitation to select an urban planning, design, plan amendment and stakeholder engagement team to develop and assist with updates to the community redevelopment plans for the City of Pensacola's three Community Redevelopment Areas: the Urban Core, Eastside and Westside. Following adoption of the plans, the Consultant will be retained to provide continuing services for plan implementation and consistency guidance for a period of five years. Updates to the redevelopment plans shall be in accordance with the State of Florida's requirements under Chapter 163, Part III, Florida Statutes and shall build upon work already completed. The City will repeal and replace the existing plans with the new updated plans through the adoption process.

Services provided prior to plan adoption (the "Project Period") will be awarded on a lump-sum basis. Services provided after plan adoption (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 CRA to solicit proposals directly from the consultant for individual projects, tasks, and to procure needed services. However, the CRA 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.

## **Section B Scope of Work Required**

The CRA is a dependent special district whose purpose is outlined in the Florida Statutes. All work conducted by the CRA must be authorized by statute and included in the redevelopment plans. The selected consultant must have an intimate familiarity with the State of Florida's Community Redevelopment Act (Chapter 163, Part III, Florida Statutes) and state and/or nationally recognized community redevelopment best practices and principles.

The consultant will provide professional urban planning, design, research, analysis, and plan amendment services for the City of Pensacola's three (3) Community Redevelopment Areas: the Urban Core, Eastside and Westside. The final product must be visually attractive, simple to understand and to navigate and ready for approval by the Community Redevelopment Agency and adoption by the Pensacola City Council.

Updates to the redevelopment plans must include the use of sound urban planning principles to generate balanced redevelopment that catalyzes revitalization and economic growth while preserving population diversity, equity and neighborhood affordability. The selected consultant must employ professional research and analysis methods to comprehensively study conditions, trends and markets within the redevelopment areas and provide effective redevelopment solutions and strategies. The selected consulting

team must use highly engaging stakeholder outreach and input strategies during the planning process to maximize inclusion of the community's goals, objectives and insight into the final product.

The plans will be authorized from the effective date of adoption through termination of the redevelopment area's existence. Project recommendations shall be strategic, tactical, catalytic and feasible, considering and aligning with projected TIF generation. Plan updates are anticipated in 5-year increments in accordance with planning best practices. A 5-year implementation plan shall accompany the redevelopment plan with the capability of updating annually. Since the geographic areas of the Urban Core and Westside districts are expansive, the Consultant should consider employing a neighborhood and/or subarea-specific approach in these districts to focus expenditures and efforts in smaller areas to create a dramatic impact.

**The existing redevelopment plans may be accessed at <http://cityofpensacola.com/532/Planning-Documents> and include:**

- Urban Core Plan 2010, Volumes I & II
- Westside Redevelopment Plan (2007)
- Eastside Neighborhood Plan (2004), as incorporated into the Urban Infill and Redevelopment Plan – (“Eastside Redevelopment Plan”)

**Key community redevelopment goals include:**

- Preserving, rehabilitating and enhancing the community redevelopment area neighborhoods to maximize livability and quality of life.
- Fostering a diverse supply of housing options, especially affordable and workforce housing.
- Creating a robust and stable economy that offers employment, culture and entertainment and is filled with people and business.

**Targeted areas of improvement within the redevelopment areas include:**

- Expanding housing options, especially affordable, workforce housing;
- Preserving traditional character and history and culture;
- Tempering gentrification and/or displacement;
- Building socioeconomic equity;
- Strengthening neighborhood identity;
- Fostering economic development and sustainability;
- Improving walkability, bikeability, transit and parking management; and
- Connecting people to the waterfront and neighborhood assets.

**The plan development process shall include, but is not limited to, the following elements:**

**I. Information Gathering & Analysis:**

**Previous/Existing Plans & Studies Analysis**

Consultant shall **review prior work accomplished and work underway** towards implementation of the redevelopments plans with the CRA, the Downtown Improvement Board and any other parties engaged in implementation of the plans.

Consultant will **review all relative plans, reports and data** including, but not limited to:

- Existing and previous redevelopment and master plans
- City's Comprehensive Plan
- City's Land Development Code
- CRA Annual Reports
- Recent market studies
- Recent transportation studies and/or plans
- Socioeconomic data and demographics

Consultant shall map geographic areas which are covered by a relative master, corridor management and similar plan that should continue to be incorporated into the redevelopment activities of the City.

**Existing Land Use & Land Development Regulation Analysis**

Consultant shall document and map existing land use and thoroughly analyze zoning and future land use designations and other code requirements that influence redevelopment activities and affordable housing for strengths and deficiencies. *Any land development code analysis that had recently been or is currently being performed shall be utilized as the basis for this analysis.*

**Socioeconomic Analysis**

Consultant shall document and analyze population, household, racial, income, educational and employment and establishment trends and projections.

**Real Estate Market, Trends and Gap Analysis**

Consultant shall conduct real estate market analyses for both residential and commercial markets within the community redevelopment areas. Indicators analyzed shall assess elements that reasonably affect or present opportunities for housing stability and attainability and economic growth and sustainability. Information gathering shall include, but not be limited to, the quantification of housing and commercial stocks, occupancy rates, for-sale and rental pricing and activity, inflation and interest rates, and construction activity. Consultant shall document market trends, identify gaps to be filled in market demand and provide recommendations pertaining to its findings.

**Context Analysis & Classification**

Analysis shall review context and define context classifications of the redevelopment area neighborhoods. *The City is current undertaking development of a master transportation*

*plan. Analysis shall consider and build upon, as appropriate, context classification defined in this plan.*

### **Neighborhood & District Analysis**

Consultant shall review, document and map neighborhoods and unique districts or areas within each community redevelopment area. Documentation shall include identification of historic and cultural assets, architectural significance and vernacular and neighborhood history.

### **Gentrification & Displacement Analysis**

Consultant shall study the extent, source and impact of gentrification and the degree of displacement within the community redevelopment areas.

### **Transportation System & Parking Analysis**

Consultant shall analyze and map network connectivity, transit elements, non-vehicular use, bicycle and pedestrian counts, traffic volumes, sidewalk and bicycle facilities, parking counts and patterns, right-of-way delineation and street patterns, and other related metrics. *Analysis shall consider and build upon, as appropriate, data and recommendations defined in the aforementioned Transportation Master Plan.*

### **Parks & Public Space Analysis**

Consultant shall analyze and map park and public space locations and identify opportunities and/or deficiencies within the redevelopment area neighborhoods.

## **II. Field Review**

Consultant shall conduct **physical field review** sessions with local staff, elected officials and other identified local stakeholders to tour the redevelopment areas and identify deficiencies, needs and opportunities. Consultant shall physically **drive, bike, walk and take public transit** within the redevelopment areas. Existing conditions shall be documented, including context, architecture and building and infrastructure conditions.

## **III. Stakeholder Engagement**

Consultant will conduct **preliminary and interim meetings and outreach with local stakeholders**, including property owners and tenants, community advocates and applicable local advisory boards, such as the Westside, Eastside and Urban Core Redevelopment Boards. Outreach may include surveys, one-on-one meetings with local residents, businesses, neighborhood organizations, local advisory board members and elected officials and other methods to sufficiently engage stakeholders and obtain meaningful input. Community input methods shall be robust, inclusive and offered through various platforms and opportunities. Translation services shall be included, particularly for Vietnamese and Spanish-speaking populations.

**Consultant shall attend no less than one (1) meeting for each redevelopment advisory board (3 meetings) to obtain input prior to development of the draft plan.** These Boards generally meet quarterly, with one board meeting occurring each month.

The Consultant shall lead an effective stakeholder engagement campaign to obtain input. **Engagement opportunities shall include, at minimum:**

- Preliminary and interim neighborhood meetings focused on each plan. To maximize accessibility and engagement, meetings shall be made available for in-person and remote participation and available for future viewing and input.
- Charrette-style discussions that invite meaningful input into various focus areas.
- Pop-up meetings within each redevelopment area.
- Online and/or paper surveys
- Presentation to CRA to review information gathered and draft plan recommendations

#### **IV. Draft Plan Development**

**The draft redevelopment plans shall include, but not be limited to, the following elements.**

##### **CRA Purpose, Authority and Management**

Each plan shall provide an overview of the CRA's purpose, authority and management. The overview must include statutory references, resolutions, and ordinances creating and authorizing the City of Pensacola's CRA and its activities. As well as, plan management, administration and governance, including the time certain for completion of the plan, statement of conformance with the City of Pensacola Comprehensive Plan, description of safeguards to ensure community redevelopment follows the redevelopment plan, powers assigned and not assigned to the CRA, plan amendment procedures and requirements, checklist of required items in the community redevelopment plan per Chapter 163.362 with section references, and any other legal requirements pertaining to administration of a CRA in the State of Florida.

##### **Redevelopment Area History**

Each plan shall provide an overview of each redevelopment area's history and culture, including cultural events and people, historic development patterns and demographics and changes within the district and redevelopment work implemented over time.

##### **Existing Conditions and Trends**

Each plan must identify existing conditions and trends including findings identified by the consultant during preliminary stakeholder engagement efforts, field review, analysis and studies conducted, and review of applicable plans, reports, data and work conducted or underway.

##### **Budgetary Projections**

Tax Incremental Financing (TIF) is the principal source of funding for the CRA's activities. From time to time the TIF is leveraged to issue debt to implement each plan, respectively.



Each plan must identify budgetary projections based on TIF growth by year for the term of the redevelopment area. Budgetary projections should reflect anticipated funding available for new projects and consider current projects underway, debt repayment commitments and other economic factors. To ensure a feasible implementation strategy, budgetary projections should inform recommended projects and prioritization.

### **The Pensacola CRA Vision**

The plans should clearly define the local vision for community redevelopment. This element should serve as a guide for recommendations for projects, strategies and prioritization. The vision should aid in interpretation of the plans after adoption.

### **Implementation Policies**

The plans should identify key policies to be used in the selection and implementation of the projects based on the spirit of the State Statute and sound urban planning principles and ethics. Recommended policies should be recommended during the development of the draft plans and finalized after the draft plan engagement efforts.

### **Master Plan and Strategies**

A master plan and associated implementation strategies must be established for each redevelopment area. Each master plan shall include ample visual renderings and maps that reflect the intended vision and outcomes. Strategies contained in the plan must be reasonably feasible and clearly identified. The plan shall establish specific projects to be undertaken, prioritized based on importance and impact, degree of feasibility and projected funding availability.

### **Funding and Financing Options**

To best facilitate implementation, the plans should identify reasonable but innovative strategies for funding or financing the identified redevelopment projects based on available best practices. Specific “incentive packages” should also be recommended to aid in maximizing private sector investment and public-private partnership in the areas.

### **Performance Measures and Metrics**

To effectively monitor and track the CRA’s impact, performance measures and metrics must be identified. The consultant shall assist the CRA in identifying up to four (4) key areas that the CRA should track to determine the extent in which the CRA is meeting its goals. The performance measures must set reasonable targets and provide the data source for measuring, as well as, intended monitoring frequency and interpretive guidance. Data utilized shall be reliable and readily available to ensure usability over time.

Upon completion of the draft plans, the Consultant shall remit them to the CRA Office for approval. The CRA Office shall route the plans to applicable City departments for review and comment. At this time, the Planning Department, shall conduct a cursory review of the plans to confirm consistency with the Comprehensive Plan. Following the Consultant’s receipt of comments from the CRA/City, the Consultant shall make a presentation to the CRA which describes the information gathered, input received and intended recommendations. The CRA’s input shall be incorporated into the plans, as applicable.

## **V. Final Plan Development & Presentation**

The final plan shall incorporate stakeholder input received during the engagement campaign and draft plan development. Consultant shall finalize the plan and its recommendations and submit to the CRA Office for approval. Upon approval, the plans shall be presented to the CRA, Planning Board, and City Council for approval or adoption, as applicable.

## **VI. Approvals and Adoption**

The Consultant shall physically attend and provide a presentation to each of the following meetings to obtain approval or adoption: CRA (1 meeting), Planning Board (1 meeting) and City Council (up to 2 meetings). Should approval or adoption fail to be achieved or a meeting cancelled or postponed, the additional services and expenses necessary to complete the work shall constitute a valid change order. The plans must be submitted to the City's Planning Board to obtain the Board's concurrence that plans are consistent with the City's comprehensive plan. The plans will then be submitted to the City Council for adoption.

### **Section C Personnel**

All personnel to be assigned to this project are subject to approval by the CRA. Replacement personnel must have equivalent education and experience as the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the CRA for review, and the CRA reserves the right to interview replacement personnel prior to its approval. The consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the CRA.

### **Section D Proposal Requirements**

Proposals will include one (1) original, accompanied by five (5) copies plus one (1) electronic copy on flash drive or CD. All shall be submitted in one proposal package in a sealed envelope. Hardcopy submittals shall be bound with spiral or GBC binders.

Each section in the submittal should follow the format/organization noted in this section (sections D.1 through D.7). The selection of the short-listed firms will be based on the information provided on the forms and in the additional sections. At its discretion, the CRA may reject submittals that are substantially incomplete or lack key information.

1. Cover page with introduction and signed by an authorized representative.
2. Description the consulting team's qualifications and commitment for performing the work outlined in Section B, Scope of Services Required, including sub-consultants. Include name, title, education, experience, resumes, proposed job assignment for this project, percentage of time committed to this project and other projects

currently underway. Provide specific information relative to consulting team's experience on similar projects.

3. Team Organization Chart with summary of key personnel that will be assigned to the project. Indicate past experience of the team members working together.
4. Describe the teams background and experience in the stated disciplines described in Section B, Scope of Services Required including, expertise in professional research and analysis in the related disciplines, familiarity with community redevelopment statutory requirements, degree of understanding of best practices and principles in related disciplines and experience providing effective implementation assistance.
5. Describe the consulting team's proposed methods for stakeholder engagement considering the minimum requirements explained in Section B, Scope of Work Requirements. Provide examples of the team's ability to portray complicated concepts in a simple, clear and concise manner through written and verbal communication, visual depictions and other methods.
6. Describe and provide work samples of comparable projects. Include reference name with current contact information, status of the project, and client type (i.e. public, private, etc.).
7. 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.
8. 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.

### **Section E Term of Contract**

The duration of the Contract shall continue for a period of five (5) years after adoption of all three (3) redevelopment plans. Any services authorized pursuant to a Service Authorization executed prior to the expiration of this Contract shall be completed and the Consultant shall be compensated therefore unless this Contract is terminated. The CRA reserves the right to terminate the contract before the stipulated expiration date, as outlined in General Condition, Termination for Convenience.

### **Section F Evaluation of Statements of Qualifications**

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

- Excellence in urban planning, design, research, and analysis used to prepare and implement master redevelopment plans. (Experience providing consistency review and implementation assistance preferred.)
- Expertise in professional research and analysis, specifically in market, trend and gap analysis and assessment of affordable housing, gentrification and real estate.
- Experience identifying effective solution-based projects and strategies based on locality conditions and research-based findings.
- Strong graphic skills, particularly architectural/urban design renderings, charts, tables and graphs.
- Proven expertise in building community consensus to support innovative strategies and catalytic projects.
- Strong skills written and oral communication used to portray complicated and/or technical concepts in a simple, clear, and concise manner.

**Proposals will be ranked as follows:**

**Qualifications and commitment of consulting team: 35 Points**

1. Education and experience of consulting team members
2. Consulting team experience on similar projects
3. Proposed percentage of time committed to this project
4. Other projects currently underway

**Background and experience in stated disciplines: 40 Points**

1. Expertise in professional research/analysis in related disciplines
2. Familiarity with community redevelopment statutory requirements
3. Degree of understanding of best practices and principles in related disciplines
4. Experience providing effective implementation assistance

**Engagement and Communication Expertise: 25 Points**

1. Track-record of leading effective stakeholder engagement initiatives
2. Expertise in portraying complicated concepts in a simple and concise manner through written and verbal communications and visual depictions

**Certified as or partnered with City-certified DBE/MBE/SBE/WBE 3 Points**

**Certified as or partnered with City-certified VBE 2 Points**

**Section G  
Evaluation Process**

Consulting teams 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 (either in person

or remote) to participate in the interview. The evaluation committee will make a recommendation to the CRA regarding the selection of firms.

## **Section H Insurance and Indemnification**

Before starting and until termination of work for, or on behalf of, the CRA, the CONSULTANT and any/all sub consultants 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 CRA, the City of Pensacola, Florida, and 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, Consultant understands and agrees that increased limits and/or additional types of insurance may be required depending on the scope of service.

### **1. WORKERS' 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.

### **2. COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL LIABILITY 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 for Commercial General Liability and umbrella liability 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 as outlined below 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.

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. The coverage shall be written on occurrence-type basis. Minimum limits of \$1,000,000 per occurrence and in the aggregate must be provided. The CRA must be listed as an additional insured.

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. Minimum limits of \$1,000,000 CSL must be provided

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. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate must be provided.

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 and the CRA listed as an additional insured.

#### CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that lists this Contract and provides that the CRA shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. 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 an 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 the 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.

#### INSURANCE OF THE CONSULTANT PRIMARY

The CONSULTANT's 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 sub consultants, 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 CRA. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Consultant.

#### HOLD HARMLESS

The Consultant shall indemnify and hold harmless the CRA, 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 the 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 CRA

The CONSULTANT agrees to pay on behalf of the CRA, as well as provide a legal defense for the CRA, 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.

### **Section I Payment to Consultant**

During the Project Period, the CRA shall pay to the CONSULTANT for services rendered an amount not to exceed the amount defined and approved by the CRA in the Contract. During this period, the CONSULTANT will bill the CRA on a monthly basis or as otherwise provided and at the amounts set forth in the Contract toward the completion of the Scope of Services established in the Contract. The amounts billed shall represent the approximate completion of services outlined by each task in the Scope of Services, as may be further defined in the Contract.

During the Continuing Services Period, the CRA shall pay to the CONSULTANT for services rendered an amount not to exceed the amount defined and approved by the CRA in each separate Service Authorization, which includes all direct charges, indirect charges and reimbursable expenses, if any. During this period, the CONSULTANT will bill the CRA on a monthly basis or as otherwise provided and at the amounts set forth for each Service Authorization toward the completion of the Scope of Services established in each Service Authorization. The amounts billed shall represent the approximate completion of services outlined in the Scope of Services contained in each Service Authorization.

Payments shall be made in accordance with a fee schedule for services which shall be submitted by the CONSULTANT, including any sub-consultants that will be utilized a part of the consulting team as a component of the Contract.

### **Section J Payment of Invoices**

Invoices received from the CONSULTANT pursuant to this contract will be reviewed and approved by the CRA, indicating that services have been rendered in conformity with the Contract. The City issues checks for payment of invoices on the 10th of each month. A complete and accurate invoice accompanied by a progress report must be received no later than the 25<sup>th</sup> of the month for payment on the regular payment schedule. Item(s) or

service(s) received on or after the 25th may 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.

### **Section K Truth-in-Negotiation**

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete and current as of the date of this contract. The said rates and costs shall be adjusted to exclude any significant sums should the CRA determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CRA shall exercise its right under the "certificate" within one year following final payment.

### **Section L Amendments and Modifications**

No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CRA reserves the right to make changes in the Scope of Services detailed in a Change Order or Service Authorization, including alterations, reductions herein or additions thereto. Upon receipt by the CONSULTANT of the CRA's notifications of a contemplated change, the CONSULTANT shall (1) if requested by the CRA provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CRA of any estimated change in the completion date, and (3) advise the CRA in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the CRA so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CRA's decision to proceed with the change.

If the CRA elects to make the change, the CRA shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the Parties.

### **Section M Personnel**

The CONSULTANT represents that it has, or will secure at its own expense, necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CRA outside of duly executed contracts between the CONSULTANT and the CRA.



All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be full qualified and, if required, authorized or permitted under state and local law to perform such services.

All personnel to be assigned to this project are subject to approval by the CRA. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the CRA for review and the CRA reserves the right to interview replacement personnel prior to its approval. The consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the CRA.

### **Section N Subcontracting**

The CRA reserves the right to accept the use of a sub-consultants or to reject the selection of a particular sub-consultant and to inspect all credentials of any sub consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-consulting opportunities.

If a sub-consultant fails to perform or to make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT will promptly do so, subject to acceptance of the new sub-consultant by the CRA.

### **Section M Availability of Funds**

The obligations of the CRA under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the CRA.

### **Section O Items to be furnished by CRA at no expense to the Consultant**

Assist CONSULTANT by furnishing, at no cost to the CONSULTANT, all available pertinent information including previous reports and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by CONSULTANT without independent verification of the same unless CONSULTANT has reason to believe that verification is prudent.

### **Section P Disclosure and Ownership of Documents**

The CONSULTANT shall deliver to the CRA for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by or for the CRA under this contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CRA or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CRA's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CRA's expense shall be and remain its property and may be reproduced and reused at the discretion of the CRA. If and as requested, the CRA shall comply with the provisions of Chapter 119, Florida Statutes, and (Public Records Law).

### **Section Q Standard of Care**

Services provided by the Consultant under this Contract, will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

### **Section R Conflict of Interest**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CRA in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CRA as to whether the association, interest or circumstance would; in the opinion of the CRA constitute a conflict of interest if entered into by the CONSULTANT. The CRA agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CRA, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CRA shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CRA by the

CONSULTANT under the terms of this Contract.

### **Section S Independent Consultant Relationship**

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA.

The CONSULTANT does not have the power or authority to bind the CRA in any promise, agreement or representation other than specifically provided for in this agreement.

### **Section T Contingent Fees**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the award or making of this Contract.

### **Section U Enforcement Costs**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief of which such party or parties may be entitled.

**REQUEST FOR QUALIFICATIONS  
CONTRACTUALSERVICES  
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. **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 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.
2. **Bond (Qualification):** 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 CRA 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 CRA 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 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.

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 CRA. 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 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, 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 CRA 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 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.
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 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.
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 CRA 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 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) 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 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.

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

**QUALIFICATION NO. 23-014**

**Urban Planning, Design, Research, Analysis  
and Plan Amendment Services for  
Update of the Pensacola Community Redevelopment Plans**

**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 / WOMAN-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. 23-014

Urban Planning, Design, Research, Analysis  
and Plan Amendment Services for  
Update of the Pensacola Community Redevelopment Plans

EVALUATION SHEET

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

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

	<u>Possible Points</u>	<u>Points Given</u>
<b>Qualifications and commitment of consulting team:</b>	35	_____
1. Education and experience of consulting team members		
2. Consulting team experience on similar projects		
3. Proposed percentage of time committed to this project		
4. Other projects currently underway		
<b>Background and experience in stated disciplines:</b>	40	_____
1. Expertise in professional research/analysis in related disciplines		
2. Familiarity with community redevelopment statutory requirements		
3. Degree of understanding of best practices and principles in related disciplines		
4. Experience providing effective implementation assistance		
<b>Engagement and Communication Expertise:</b>	25	_____
1. Track-record of leading effective stakeholder engagement initiatives		
2. Expertise in portraying complicated concepts in a simple and concise manner through written and verbal communications and visual depictions		
Certified as or partnered with City-certified DBE/MBE/SBE/WBE	3	_____
Certified as or partnered with City-certified VBE	2	_____
<b>TOTAL POINTS</b>	<b>105</b>	_____

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

**CONTRACT BETWEEN CITY OF PENSACOLA  
COMMUNITY REDEVELOPMENT AGENCY AND  
[xxxCONTRACTORxxx]  
BASED UPON REQUEST FOR QUALIFICATIONS # \_\_\_\_\_**

**THIS CONTRACT (“Contract”)** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pensacola Community Redevelopment Agency (“CRA”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and \_\_\_\_\_, (“Contractor”), a corporation authorized to do business in Florida, located at \_\_\_\_\_, ( the CRA and Contractor collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the CRA solicited a Request for Qualifications # \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_ (“RFQ”), as described in Project Manual/Specifications for \_\_\_\_\_, as modified by any addendum to the (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFQ Documents”); and

**WHEREAS**, in response to the RFQ Documents, the Contractor submitted to the CRA a proposal dated \_\_\_\_\_, 20\_\_\_\_, including a statement of qualifications and experience, and/or any other documents submitted in response to the RFQ Documents (“RFQ Response”) attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the CRA has selected the Contractor pursuant to the selection criteria or process as specified in the RFQ Documents based on the Contractor’s RFQ Response and any other requested information, and the Parties have agreed upon negotiated fees and services (“Negotiated Terms”) as attached hereto in Exhibit C and incorporated herein by this reference; and

**WHEREAS**, the Parties desire the Contractor to perform as described in the RFQ Documents and the RFQ Response, the Negotiated Terms, and pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the Parties desire to enter into this Contract;

**NOW, THEREFORE**, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Contract.

**Section 2. Contractor's Obligations.**

The Contractor shall perform all work and services described in, and in accordance with, the Contract. The Contractor warrants that all equipment, materials, and workmanship furnished, whether furnished by Contractor or its subcontractors or sub-suppliers, will comply with the Contract and any City specifications, drawings, and other descriptions supplied or adopted. The Contractor further warrants that the supplies and workmanship will be new, fit, and sufficient for the purpose for which they are intended, of good materials, design, and workmanship, and free from defects or failure. the CRA or its duly authorized representative shall at all times have full opportunity to inspect the materials to be furnished and the work to be done under this Contract. The Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract. The Contractor is responsible for and shall indemnify the CRA against all damage or loss caused by fire, theft, or otherwise to materials, tools, equipment, and consumables left on City property by the Contractor.

**Section 3. Term of Contract.**

Subject to the right of termination for cause or convenience, the term of this Contract shall be as specified in the attached Quote Documents and Proposal.

**Section 4. Payment.**

The Contractor agrees to perform all work and services in Section 2 at the rates, costs, and any not-to-exceed amount provided for in the attached Proposal and Attachment B, Payment Schedule. The amount will be paid by the CRA based on invoices submitted by Contractor and payments approved by the CRA, only after written acceptance by the CRA pursuant to the Contract. Such payment shall be in accordance with the Florida Prompt Payment Act. In the event that the Consultant does not fully perform its obligations under the Contract, the CRA reserves the right to withhold payments for work not performed, to engage an alternative Contractor to complete work not performed, and to withhold such amounts as may be required to hold the CRA harmless from any claims or damages, direct, indirect or consequential, that may be sustained on account of the Contractor's acts or omissions in the performance of this Contract.

**Section 5. Bond.**

Is a bond required?      (\_\_\_) Yes (\_\_\_) No

If yes: Contractor shall provide all bond(s) as required in the Contract. Should the CRA in the CRA's sole discretion at any time deem any of the sureties upon such bond to be unsatisfactory or if for any reason such bond shall cease to be adequate security for the CRA, the Contractor shall within five (5) days of written notice from the CRA furnish a new or additional bond in full sum and satisfactory to the CRA. No payment shall be deemed to be due or to be made to the Contractor unless and until such new or additional bond shall be furnished and approved in writing by the CRA. The premium and all expenses associated with such new or additional bond shall be paid by, and the sole responsibility of, the Contractor.



**Section 6. Performance Schedule.**

The Contractor shall commence and complete all work and services pursuant to the Contract.

**Section 7. Necessary Approvals.**

Contractor shall procure all permits, licenses, and certificates and any approvals in performance and completion of this Contract as may be required by federal, state, and local laws, ordinances, rules, and regulations, and in accordance with the Contract.

**Section 8. No Waiver.**

No waiver, alterations, consent, or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Mayor or his/her designee.

**Section 9. Governing Law.**

This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Contract.

**Section 10. Venue.**

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

**Section 11. No Discrimination.**

Contractor shall not discriminate on the basis of any class protected by federal, state, or local law in the performance of this Contract.

**Section 12. Assignment.**

The rights and privileges conferred by this Contract shall not be assigned or transferred without the written consent of the CRA, which consent shall not be unreasonably withheld.

**Section 13. No Other Agreements.**

The Parties agree the Contract contains all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

**Section 14. Remedies for Failure to Perform or Breach of Contract.**

the CRA reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Contractor, and the failure of the CRA to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

**Section 15. Termination for Convenience.**

the CRA may terminate this Contract without cause upon thirty (30) days prior written notice.

**Section 16. Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**Section 17. Mandatory Use of E-Verify System.**

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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

**CONTRACTOR**

**COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF  
PENSACOLA, FLORIDA**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
Chairperson, Teniade Broughton

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed President's Name)

Approved as to Substance:

Attest \_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Department Director

Legal in form and execution:

(CORPORATE SEAL)

\_\_\_\_\_  
City Attorney

## Attachment "A"

**PUBLIC RECORDS:** Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the CRA to perform the service.
- B. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the CRA.
- D. Upon completion of the Contract, transfer, at no cost, to the CRA, all public records in possession of Contractor or keep and maintain public records required by the CRA to perform the service. If Contractor transfers all public records to the CRA upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request of the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the CRA.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**Attachment "B"**  
**PAYMENT SCHEDULE**

1. Compensation of Consultant/Vendor/Contractor will be based on (check the appropriate method):

- Lump Sum/Flat Fee
- Hourly Rate(s)
- Other: \_\_\_\_\_

2. Compensation of Consultant/Vendor/Contractor as described in #1 above will be as follows (attach an additional page if necessary):

- Lump Sum/Flat Fee: \_\_\_\_\_
- Hourly Rate(s) are: \_\_\_\_\_
- Other: \_\_\_\_\_

3. Costs to be reimbursed by the CRA include (list reimbursable costs or attach reimbursable cost schedule):

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

4. Invoice(s) of Consultant/Vendor/Contractor will be paid as follows (check the appropriate method):

- One-time, lump sum at the end of the work/project
- After submission of monthly or periodic invoices
- Other: \_\_\_\_\_

**EXHIBIT A**

**RFQ DOCUMENTS ON FILE IN \_\_\_\_\_**

SAMPLE

## **EXHIBIT B**

### **PROPOSAL**

The pages following Exhibit B are the documents comprising the Qualification dated, \_\_\_\_\_, which Contractor submitted in response to the RFQ Documents, are hereby incorporated by reference into this Contract. The Qualification includes all attachments and addenda submitted by Contractor in response to the RFQ Documents, which are also hereby incorporated into this Contract by reference.

SAMPLE

**EXHIBIT C**  
**NEGOTIATED TERMS**

SAMPLE