

CITY OF PENSACOLA

REQUEST FOR QUALIFICATIONS

RFQ NO.: 21-009

**Professional Consulting Services for
City of Pensacola Active Transportation Plan**

The City of Pensacola is requesting sealed statements of interest and qualifications from professional planning firms experienced in active transportation planning, urban design, and public engagement.

Sealed statements of interest and qualifications **with one signed original and four (4) additional copies, plus one (1) electronic copy on CD or flash drive**, must be received no later than **January 10, 2022, 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 proposals from the same entity will not be accepted. Those proposals received will be opened and publicly read the **following business day** (*January 11, 2022, 10:00 A.M., local time*) via Microsoft Teams at the following link: [Microsoft Teams link](#).

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. Respondents are advised to check the website frequently.

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check](#).

Complete specifications, if not attached, may be obtained from the City of Pensacola website, 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 proposal should be addressed and submitted in writing **no later than December 30, 2021 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

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 call (850) 435-1835 for further information. Requests must be made at least 48 hours in advance of the event in order to allow the City time to provide the requested services.

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

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
Grover C. Robinson, IV
Mayor

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

SECURITY NOTICE

Due to coronavirus concerns, visitors to City Hall may be required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

**City of Pensacola
Request for Qualifications
Active Transportation Plan**

**Section A
Purpose**

This contract is for the development of an Active Transportation Plan for the City of Pensacola. The purpose is to develop solutions and identify critical infrastructure investments that improve access, comfort, and safety for people walking, bicycling, and other self-propelled modes of transportation, with an emphasis on connections within and to major destinations and transit stops. For the purpose of this plan, active transportation is defined as using one's own power to get from one place to another, including but not limited to, walking, biking, skateboarding, in-line skating/rollerblading, jogging, running, and non-motorized wheel chairing.

Project Values and Expectations: The Consultant should pay thorough attention to the guiding Project Values and Expectations as follows:

- Maximize involvement of all stakeholders (city officials, staff, residents, businesses, etc.) in the planning process. Use innovative public engagement strategies to capture a high degree of public input.
- Incorporate effective methods and modern data analysis tools to understand bicycle and pedestrian needs within the City.
- Provide consistency in design standards and definitions.
- Produce a plan with reasonably achievable objectives combined with sufficient vision to help the City prepare for the future.

**Section B
Scope of Service Required**

The Consultant will provide professional services to accomplish the stated tasks leading to the preparation, submittal, approval and adoption of the City of Pensacola Active Transportation Plan. The estimated budget available for preparation of the plan is \$135,000. This includes all related expenses such as travel, printing, etc. The tasks below are the minimum required and are intended to provide guidance for the project scope.

The project scope will include the following tasks:

1. Existing Conditions and Data Analysis

- 1.1. The consultant will gather existing data related to active transportation, including:
 - 1.1.1. Existing plans and policies
 - 1.1.2. Employment Density and Transit
 - 1.1.3. Traffic volumes
 - 1.1.4. Crashes

- 1.1.5. Roadway characteristics
- 1.1.6. Future development and trip attractors
- 1.2. Analyze the data to determine and develop:
 - 1.2.1. Opportunities and constraints.
 - 1.2.2. An existing Roadway Network Suitability GIS map (level of stress analysis).
- 2. **Public Involvement**
 - 2.1. Solicit public opinion on programs, policies, and priorities using the following methods:
 - 2.1.1. Online and hard copy public survey including an interactive mapping tool.
 - 2.1.2. Formation of a Steering Committee consisting of representatives from key stakeholders that will provide input and guidance to the Consultant during the project and develop the draft Vision, Goals, and Objectives.
 - 2.1.3. A minimum of 2 (two) public meetings/workshops.
 - 2.1.4. A minimum of two field assessments open to the public.
 - 2.2. Display and communicate project information through:
 - 2.2.1. A project landing page.
 - 2.2.2. Media releases and social media.
 - 2.2.3. GIS mapping and high-quality graphics.
- 3. **Design Guidance**
 - 3.1. Create preferred treatments and establish design standards based on context, including:
 - 3.1.1. A decision matrix for guiding future decisions on use of alternatives for given situations, ie; When to use bike lanes or shoulders; which traffic-calming measures to implement, etc.
 - 3.1.2. Context based cross sections with facility widths and dimension standards that take into consideration existing AASHTO, NACTO, and FDOT guidelines.
- 4. **Future Network and Policy Recommendations**
 - 4.1. Develop a proposed system of facilities, including the following major steps:
 - 4.1.1. Identify needed facilities, and assign context-based roadway classifications, based on data analysis, field observations, survey responses, and input from public, city staff, and other interest groups.
 - 4.1.2. Develop a GIS map of the future bicycle and pedestrian network
 - 4.2. Include guiding policies and framework for influencing change such as vision zero, complete streets, the 5 E's framework, etc.
- 5. **Evaluation, Implementation and Funding**
 - 5.1. Capture the vision developed by the steering committee and public through a project priority methodology and include:

- 5.1.1. An implementation strategy with project descriptions, context, benefits, cost, and potential phasing.
- 5.2. Develop performance metrics for monitoring of the plan.
- 5.3. Research applicable municipal, state, federal funding sources.

Upon completion of the final deliverables, the plan will be reviewed, modified (if needed) and approved by City Council. The consultant will be retained through this process in the event that modifications are required for adoption.

Section C Personnel

All personnel to be assigned to this project are subject to approval by the City. 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 City for review, and the City 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 City.

Section D Proposal Requirements

1. Proposals will include one (1) original, accompanied by four (4) complete copies plus one (1) complete electronic copy on flash drive or CD. All shall be submitted in one proposal package.
2. Description of firm's qualification for performing the work and how the firm shall address the Scope of Service requirements.
3. Team Organization Chart with summary of resumes of key personnel who will be assigned to the work detailed in the Scope of Services. Office location assigned for previous two years of each member.
4. List of all sub-consultants proposed along with qualifications. The City reserves the right to approve all sub-consultants.
5. Current workload and ability to deliver projects on time and within budget.
6. Information on past experience relative to planning, design, and active transportation, including descriptions of specific projects.

Section E Term of Contract

The duration of the Contract shall be for period sufficient to complete all deliverables. The City reserves the right to engage the CONSULTANT for general consulting for related topics and additional services as needed. 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.

Section F Review Process

A selection committee shall review written qualifications, short list firms for oral presentations, and provide a final ranking and recommendation to the Mayor for award of contract. The Mayor will send his recommendation for award of contract to the City Council for its approval.

Section G Evaluation of Statements of Qualifications

Written qualifications will be evaluated using the following criteria:

- | | |
|--|-------------|
| 1. Comprehensiveness/Quality of the response to the RFQ | (10 points) |
| • Thoroughness of information provided in an easy-to-follow format | |
| 2. Firm's understanding of the project | (15 points) |
| • Clear understanding of needs and desired outcomes from the final plan | |
| 3. Demonstration of innovative approaches and solutions | (20 points) |
| • Examples: public engagement, visual representation of data, graphic capabilities, etc. | |
| 4. Experience and Qualifications of the Firm and Project Team with respect to transportation and planning services | (50 points) |
| 5. Certification as or partnership with a Small, Minority, Disadvantaged or Woman-Owned Business Enterprise | (3 points) |
| 6. Certification as or partnership with a City-Eligible Veteran Business Enterprise Firm | (2 points) |

Section H Oral Presentations

Firms will be short-listed based upon the written qualifications submitted to the City. The City shall schedule oral presentations (at a time to be announced) for those firms short-listed by the selection committee. The presentations may be in person or by Microsoft TEAMS.

Section I Public Entity Crimes

Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 280.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Section J Insurance and Indemnification

Before starting and until termination of work for, or on behalf of, the CITY, the CONSULTANT and any/all sub consultants 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, 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 CITY 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 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 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 City of Pensacola 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 City 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 CITY shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. 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.

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 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 from harm caused by negligent acts or omissions of the Consultant.

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 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 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.

Section K Payment to Consultant

The CITY shall pay to the CONSULTANT for services rendered an amount not to exceed the amount defined and approved by the CITY in each separate Service Authorization, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONSULTANT will bill the CITY 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.

**Section L
Payment of Invoices**

Invoices received from the CONSULTANT pursuant to this contract will be reviewed and approved by the CITY, indicating that services have been rendered in conformity with the contract. Payment by the CITY shall be made within forty-five (45) days from the date of the CITY's receipt of the invoice. The CITY agrees to pay such invoice with the time frame specified in Section 218.70 Florida Statutes, the 'Florida Prompt Payment Act'.

Payments not received within sixty (60) calendar days from the date of the CITY's receipt of invoice, will be considered sufficient cause for CONSULTANT to discontinue performing and providing services until payment in full is received.

The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 1st of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.

**Section M
Truth-in-Negotiation Chart**

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 CITY 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 CITY shall exercise its right under the "certificate" within one year following final payment.

**Section N
Governing Law and Venue**

The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract. Venue for any action arising out of this Agreement will be in Escambia County.

**Section O
Termination**

This Contract may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in

accordance with the terms of this contract through no fault of the CONSULTANT. It may also be terminated by the CITY with or without cause immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated. If the termination is for the convenience of the CITY, the CONSULTANT shall be paid for services actually rendered to the date of termination, and for all parts of the work that are completed as directed by the CITY after termination.

If the termination is due to failure to fulfill the CONSULTANT's obligations, the CITY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the CITY for any additional cost occasioned to the CITY thereby.

Section P Federal and State Tax

The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONSULTANT be authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her FICA and Social Security benefits with respect to this contract.

Section Q Amendments of Modification

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

The CITY reserves the right to make changes in the Scope of Services detailed in a Service Authorization, including alterations, reductions herein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notifications of a contemplated change, the

CONSULTANT shall (1) if requested by the CITY provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

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

If the CITY elects to make the change, the CITY 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 R 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 CITY.

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 City. 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 City for review and the City 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 City.

Section S Subcontracting

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or to make progress, as required by this contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the

CONSULTANT will promptly do so, subject to acceptance of the new subcontractor by the CITY.

Section T Availability of Funds

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

Section U Items to Be Furnished By City At No Expense To The Consultant

Assist CONSULTANT by furnishing, at no cost to the CONSULTANT, all available pertinent information including previous reports; all permit application and governmental inspection fees; 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 V Disclosure and Ownership of Documents

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by or for the CITY 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 CITY 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 CITY'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 CITY's expense shall be and remain its property and may be reproduced and reused at the discretion of the CITY. If and as requested, the CITY shall comply with the provisions of Chapter 119, Florida Statutes, and (Public Records Law).

Section W Standard of Care

Services provided by the Consultant under this agreement, 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 X
Successors and Assigns**

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

**Section Y
Remedies**

This contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Escambia County, Florida and the contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or be statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**Section Z
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 CITY in writing by certified mail of all potential conflicts of interest for any perspective 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 CITY as to whether the association, interest or circumstance would; in the opinion of the CITY constitute a conflict of interest if entered into by the CONSULTANT. The CITY 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 CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY 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 CITY by the CONSULTANT under the terms of this contract.

Section AA 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 CITY. 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 CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

Section BB 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 CC Notice

All notices by either party to the other shall be made by depositing such notice either in the registered or certified mail of the United States of America, postage prepaid, or with another delivery service requiring signature for receipt, and such notice shall be deemed to have been delivered and received on the date of such depositing correctly addressed notice. All notices to the CITY shall be mailed to:

Caitlin Cerame, AICP
Transportation Planner
222 W Main Street
Pensacola, FL 32502

and, if sent to the CONSULTANT shall be mailed to:

**Section DD
Breach of Contract Terms Section**

Any violation or breach of the terms of this contract on the part of the CONSULTANT may result in the suspension or termination of this contract or such other action, which may be necessary to enforce the rights of the parties of this agreement.

**Section EE
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.

**Section FF
Execution of Agreement**

Each of the parties hereto covenants to the other party hereto that it has lawful authority to enter into this Agreement, that the governing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

**Section GG
Entirety of Contractual Agreement**

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**THE CITY OF PENSACOLA, FLORIDA
REQUEST FOR QUALIFICATIONS
CONTRACTUAL SERVICES
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. **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.
6. **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.

7. **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).
8. **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.
9. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
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 Entity Crimes:** By submitting a qualification each respondent is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.**

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

21. 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.

22. 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.

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

QUALIFICATION NO. 22-009

**Professional Consulting Services for
City of Pensacola Active Transportation Plan**

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**

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 SUBMITTED WITH RESPONSE.

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION FORM
(RFP OR RFQ)

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise 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.

Respondent's Name:	Respondent's Principal Place of Business

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

<u>NAME OF M/WBE FIRM</u>	<u>PARTNER OR SUBCONTRACTOR</u>	<u>% OF CONTRACT PERFORMANCE</u>
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project by project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

BIDDER QUESTIONNAIRE

Name of Business _____

Address _____

Owner's Name _____ Phone _____

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

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.

EVALUATION SHEET

QUALIFICATION NO. 22-009

**Professional Consulting Services for
City of Pensacola Active Transportation Plan**

Name of Firm(s): _____

Reviewer: _____

- 1. Comprehensiveness/Quality of response 10 Points _____
- 2. Firm's understanding of project 15 Points _____
- 3. Demonstration of innovative approaches and solutions 20 Points _____
- 4. Experience and Qualifications of the Firm and Project Team with professional transportation and planning services 50 Points _____
- 5. Certification as or partnership with a Small, Minority, Disadvantaged or Woman-owned Business Enterprise 3 Points _____
- 6. Certification as or partnership with a City-eligible Veteran Business Enterprise Firm 2 Points _____

Notes:

