

**CITY OF PENSACOLA  
REQUEST FOR QUALIFICATIONS**

**RFQ NO.: 22-056**

**MASTER CONTRACT  
FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR AIRPORT IMPROVEMENTS**

The City of Pensacola (Sponsor) requests statements of qualifications from professional firms experienced in architectural and engineering services with said services being used for miscellaneous improvements at the Pensacola International Airport.

Sealed statements of interest and qualifications **with one signed original and five (5) additional copies, plus one (1) electronic copy on CD or flash drive**, must be received no later than **October 20, 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, the RFQ title and the RFQ number.** No late submittals will be accepted. Multiple submittals (or pricing) from the same entity will not be accepted. Those statements of qualifications received will be opened and publicly acknowledged the **following business day** (*October 21, 2022, 10:00 A.M., local time*) via Microsoft Teams at the following link: [Microsoft Teams link](#).

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](#).

Specifications will be posted to the City's website at [www.cityofpensacola.com/bids.aspx](http://www.cityofpensacola.com/bids.aspx). **Addenda will be posted to the City's website. Respondents are responsible for obtaining addenda, and are advised to check the website frequently.**

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). Bidders are advised to check the website frequently.

**Any questions concerning the RFQ should be addressed and submitted in writing no later than 10:00 A.M., local time, on Friday, October 10, 2022 to:**

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

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call (850) 436-5600 or email [ADACoordinator@cityofpensacola.com](mailto:ADACoordinator@cityofpensacola.com) for further information. Requests must be made at least five (5) calendar days before 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 qualifications, to waive any qualification informalities and to re-advertise for qualifications 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.**

## **I. GENERAL INSTRUCTIONS**

- A.** Firms responding to the RFQ must be available for presentations/interviews to the Selection Committee. These interviews will be held in person at Pensacola International Airport.
- 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 respondent prior to the opening must be initialed and dated by the respondent. 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>. Interested bidders are advised to check the site frequently.
- E.** The City of Pensacola is not liable for any costs incurred by any interested party in responding to this RFQ.

## **II. BACKGROUND AND PURPOSE**

It is the intent of this solicitation to select up to three firms to provide architectural and engineering services for a three-year period, with two optional one-year extensions, to provide certain services on a task order basis related to the implementation of projects outlined in the Airport Master Plan, and related to projects that may arise during the ongoing operation and development of Pensacola International Airport.

The Pensacola International Airport is a small hub airport serving the City of Pensacola and surrounding communities. The Airport is owned and operated by the City of Pensacola. Airline service currently carries more than 2.4 million passengers a year through the Airport. Additionally, the Airport hosts an active General Aviation community, including FBOs, more than 150 based aircraft, and a US Customs and Border Protection General Aviation Facility for screening international arrivals. A large Maintenance/Repair/Overhaul facility at the Airport services transport category cargo and passenger aircraft on a contract basis.

The Airport itself is located in the City of Pensacola, being surrounded by established commercial and residential areas. The Airport has two runways, each 7000' x 150', designed to accommodate up to Group IV aircraft operations. Runway 17-35 was reconstructed in 2007 and is grooved concrete in Good condition. Runway 8-26 was reconstructed and extended in 2004-2005 and is grooved asphalt in Fair condition. Most associated taxiways are asphalt, having been constructed in the 1997 – 2002 timeframe and are in Satisfactory condition, with one partial taxiway rehabilitation in progress.

During the course of this contract, the Consultant should expect to provide services as directed by Airport staff. The anticipated range of projects that may arise during the contract period is outlined in Section III below, however, some of the services may not be required and the City reserves the right to solicit additional architectural and engineering services for any of the projects should the City deem it to be in its best interests. Additionally, the Consultant may be one of several firms selected to perform professional services on same or similar terms pursuant to this Request for Qualifications. The City expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Contract does not guarantee any amount or type of task orders to be assigned to the Consultant.

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

#### **General:**

The scope of services outlined in this section is general in nature. For each specific project, a Task Order will be generated that provides the specific requirements of the project at hand, to include, but not limited to: Project description, intent of project, anticipated services required, professional fee, expected deliverables, and project schedule.

When requested by the City, the Consultant will provide a Task Order proposal to the City to perform the services requested under the Contract's scope of services. The City and the Consultant will negotiate a specific detailed scope of services and acceptable fee. In the event of an agreement, the City will execute the Task Order and authorize completion of the work. In the event an agreement is not reached, the City may open negotiations for the same scope of services with another firm awarded hereunder.

In the event of a conflict between the terms of this Request for Qualifications and the Contract, the terms of the Contract shall prevail.

#### **Basic Services:**

Basic Services the Consultant may be required to provide include:

Architectural design, architectural interior design, civil engineering, structural engineering, mechanical engineering, electrical engineering, aviation planning, environmental planning, geotechnical investigation, drainage/stormwater management design, financial consulting, surveying, inspection services, and independent cost estimating on a task order basis.

In addition, the Consultant may be required to furnish additional services for the development of construction plans and supplemental specifications, provide services for the development of contract documents and cost estimates, participate

in the bidding and negotiation phase of construction contract award, and provide periodic resident project representative services and construction administration services for projects.

Projects that may be anticipated during the term of the contract include:

- Taxiway rehabilitation and reconfiguration
- Parking apron design/construction/rehabilitation
- Runway rehabilitation
- Access roadway reconfiguration
- Mechanical/electrical/plumbing upgrades to existing facilities
- Parking and/or rental car facility reconfiguration/construction
- Energy reduction/sustainability initiatives
- Architectural design
- Interior design/renovations
- Drainage/stormwater management improvements
- Signage/wayfinding
- Fuel farm and aircraft fueling facilities
- Electric vehicle charging infrastructure
- Impact studies associated with changes in State or Federal regulations
- Airport planning studies
- Safety Management Systems
- Environmental Assessments and Categorical Exclusions
- Independent fee analyses
- Passenger Facility Charge applications
- Customer Facility Charge applications
- Land acquisition/land release coordination with FAA
- Grant applications
- Landscape/irrigation system inventory and rehabilitation
- Building space inventory and lease exhibits

In the event of destructive weather such as a hurricane, the Consultant may be tasked with a comprehensive review of the facilities to determine suitability for occupancy and operation and tasked with design and engineering services to repair any resultant damage. Given the importance of the Airport to community-wide recovery efforts, the Consultant must be able to respond to the site with individuals in the necessary disciplines in an expeditious manner.

#### **IV. SUBMITTAL FORMAT**

Submittals shall be in the format described below. The selection criteria and points that will be used in ranking the submittals are noted in the attached Evaluation Sheet. Submittals shall be bound and limited to **fifty (50) pages**. (The page count excludes the cover, cover letter, table of contents, section dividers that contain no text other than labels and any City-provided form.) Each section in the submittal should follow the

format/organization noted in this section (Sections A – G). The selection of the short-listed firms will be based on the information provided on the forms and in the additional sections.

An Authorized Representative of the firm shall sign submittals. All information requested must be submitted. Failure to submit all information may result in a lowered evaluation score of the submittal. At its discretion, the City may waive minor discrepancies or reject submittals that are substantially incomplete or lack key information.

**A. Introduction**

This section will contain a cover letter no longer than two (2) pages, signed by an Authorized Representative of the offering firm. The table of contents will follow the cover letter. (This section is not included in overall page count). Included in the introduction section should also be the completed Certification Regarding Debarment Forms and Submittal Signature Sheet included in this packet.

**EVALUATION CRITERIA**

Qualification packages will be evaluated, and a selection made using the following criteria:

**B. Firm Information (15 points)**

Briefly describe the firm's organization and philosophy. Address each of the following items:

- 1) Business Structure (Corporation, Joint Venture, Partnership); proper incorporation by the Secretary of State and current Florida Professional Registration Certificate for professional certification.
- 2) Number of years in business.
- 3) Firm's resources. This criterion identifies the relative size of the firm, including management, technical, and support staff.
- 4) Distance from the Site – Simply, the location of the proposed operating office in relation to Pensacola International Airport.
- 5) Describe and explain all litigation, contract defaults, and performance-oriented liens in the last 10 years.

**C. Overall experience and ability of the firm/team to complete projects at airports of a similar size (30 points).**

Please describe the aviation and aerospace experience that the proposed team has been directly involved with. Major consideration will be given to the successful completion of previous projects comparable in nature, design, scope, and complexity with those projects outlined herein.

List no more than 10 projects that best illustrate the experience of the firm and current staff to be assigned to this contract. (List no projects that were completed more than 10 years ago.) Specify:

- 1) Name and location of the project
- 2) The nature of the firm's responsibility on the project
- 3) Project owner representative's name, address and phone number
- 4) Date project was completed or is anticipated to be completed
- 5) Contract value
- 6) Work for which the staff was responsible
- 7) Description of how the project applies to projects outlined in Section III, lessons learned, and/or applicability to Pensacola International Airport.

**D. Qualifications and experience of proposed staff (30 points).**

Clearly identify the Project Manager and key technical staff proposed for each discipline. Provide a statement of commitment for the Project Manager's availability for the duration of the contract. Describe the extent of each proposed staff person's experience as well as their availability during the term of the contract.

Describe the general and specific project-related capability of the staff and indicate the adequate depth and abilities of the firm, from which it can draw upon as needed. Give a brief résumé of key persons to be assigned to the project, including, but not limited to:

- 1) Name and title
- 2) Proposed job assignment for this project
- 3) How many years with the firm
- 4) How many years with other firms
- 5) Education
- 6) Active Registration (PE, AIA, AICP, etc.)
- 7) Job responsibilities on other projects and anticipated availability over the next 12 months
- 8) Other experience and qualifications relevant to this project, particularly with respect to projects included in Section C above.

NOTE: All personnel to be assigned to this work are subject to approval by the City. Replacement personnel must have equivalent education and experience with the individuals whom they replace. Resumes of personnel to be assigned to this work, 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.

**E. Ability to meet schedules and budget estimates (20 points).**

With respect to the projects outlined in Section C above, provide information with respect to:

- 1) Initial design/construction schedule
- 2) Final design/construction schedule
- 3) Estimated initial construction cost
- 4) Final construction cost

- 5) Significant change orders (>5% of estimated initial construction cost)
- 6) Claims from either the contractor or owner of the project, if any

**F. Certification as or partnership with an SBE/MBE/DBE/WBE (5 points).**

Indicate whether or not the firm is itself or is partnered with any Small/Minority/Disadvantaged/Women-Owned Business Enterprise as certified by the Florida Department of Management Services, Office of Supplier Diversity.

**V. INTERVIEW PROCESS**

Firms will be evaluated for short-listing based upon the written material submitted in response to this RFQ. An evaluation committee will review the submittals and the City shall schedule oral presentations/ interviews for those firms short-listed. Firms selected for oral presentations/interviews will be required to have the proposed Project Manager present at and participate in the interview. The evaluation committee will make a selection recommendation to the Mayor based upon the oral presentations/interviews.

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

<b>Advertise RFQ</b>	<b>September 21, 2022</b>
<b>Deadline for Questions</b>	<b>October 10, 2022, 10 am (local time)</b>
<b>Deadline for Receipt of Submittals</b>	<b>October 20, 2022, 2:30 pm (local time)</b>
<b>Submittals Opened</b>	<b>October 21, 10 am (local time)</b>
<b>Oral Presentations</b>	<b>November 17, 2022</b>
<b>Contract(s) to City Council for approval</b>	<b>TBD</b>

**VII. GENERAL TERMS AND CONDITIONS**

**A. No Contingency Fees**

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

**B. Selection Process**

The selection process will be conducted under the Florida Statute §287.055 (Consultants' Competitive Negotiation Act) to engage new consultants in specific disciplines of consulting as indicated herein.

**C. Disadvantaged Business Enterprise Participation**

Federal and State funds will be used for portions of the projects during the term of the contract. The Pensacola International Airport has submitted a Disadvantaged Business Enterprise program in accordance with 49 CFR Part 26. An aspirational DBE goal will be established by the Airport on an annual basis in accordance with the methodology set forth in the program. The consultant will be advised of the annual aspirational goals and shall be required to make good faith efforts to subcontract the set percentage of the dollar value of the work to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE).

Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

**D. Insurance and Indemnification**

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

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

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

WORKER'S COMPENSATION

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

COMMERCIAL GENERAL, AUTOMOBILE, PROFESSIONAL AND UMBRELLA LIABILITY COVERAGES

The Consultant shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Contract. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or

reciprocal company. Minimum limits of **\$1,000,000** per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required. If the required limits of liability afforded should become impaired by reason of any claim, then the Consultant agrees to have such limits of \$1,000,000 per occurrence, reinstated under the policy.

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

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

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

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

## CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, nonrenewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Consultant shall furnish copies of the Consultant's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City, an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Consultant shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Consultant shall, upon instructions of the City,

cease all operations under the Contract until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Risk Management, Post Office Box 12910, Pensacola, FL 32521

#### INSURANCE OF THE CONTRACTOR PRIMARY

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

#### LOSS CONTROL AND SAFETY

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

#### HOLD HARMLESS

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

#### PAY ON BEHALF OF THE CITY

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

**REQUEST FOR QUALIFICATIONS  
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. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe services best suited to the needs of the City. However, the City invites qualifications with alternate solutions to the performance objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalents or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The respondent may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the qualification is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the qualification. The respondent must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the 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.
4. **Qualification (RFQ) Bond: None.**
5. **Delivery:** Qualification quotations shall include all freight costs to Pensacola, Florida to a point(s) specified herein or specified at the time the purchase order is placed. No title to the item(s) or service(s) ordered nor any risk of loss shall be passed to the City of Pensacola until after receipt of delivery has been acknowledged by an authorized representative of the City of Pensacola.
6. **Discounts:** Terms offering a discount for prompt payment will be considered in

determining the best qualification. The discount period shall begin whenever (1) the conditions of the specifications have been fully met and the service(s) judged acceptable to the City of Pensacola or (2) a correct invoice and other required documents have been received, whichever is later. Discounts offered for a period of less than thirty (30) days will not be considered in determining low qualification.

7. **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.
8. **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.
9. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
10. **Intent of Specifications:** It is the intent of the specifications attached hereto to set forth and describe a certain service(s) to be purchased by the City of Pensacola including all materials, equipment, machinery, tools, apparatus, and means of transportation (including freight costs) necessary to provide the service(s).
11. **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.
12. **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.
13. **Licenses, Registration and Certificates:** Each respondent shall possess at the time of submitting its statement of qualification all licenses, registrations, and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of

Pensacola. Respondent must also possess all licenses, registrations, and certificates necessary to comply with federal, state, and local laws and regulations. The awarded bidder 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)).

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 responding firm.
- 18. 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 RFQs/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.
- 19. 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.

- 20. 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).
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.**
- 26. Tax:** The City of Pensacola is exempt from all State and local sales tax.
- 27. 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 five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**28. 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.

**29. Venue:** Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

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

**QUALIFICATION NO. 22-056**

**MASTER CONTRACT  
FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR AIRPORT IMPROVEMENTS**

**Signature Sheet**

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this statement of qualification or in the contract to be taken, and that it is made without any connection with any other person or persons making a submittal 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 Submitter certifies, to the best of its knowledge and belief, that the Submitter 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 Submitter 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 Submitter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Submitter 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 Submitter's responsibility. Failure of the Submitter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Submitter nonresponsive.
- 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 a Submitter 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 Submitter 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 debars 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.**

**MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT**  
(RFQ 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.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
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 WORKPLACE CERTIFICATE**

**IDENTICAL TIE BIDS** - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace 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 Workplace 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 Workplace Program. In order to have a Drug-Free Workplace 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 workplace 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 workplace, the business's policy of maintaining a Drug-Free Workplace, 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 workplace 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 workplace 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. 22-056**

**MASTER CONTRACT  
FOR ARCHITECTURAL AND ENGINEERING SERVICES  
FOR AIRPORT IMPROVEMENTS**

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

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

	<u>Possible Points</u>	<u>Awarded Points</u>
Firm Information:	15	_____
1. Financial statement		
2. Years in business		
3. Firm's resources		
4. Distance		
5. Litigation/disputes/defaults/liens		
Experience and ability of the firm:	30	_____
1. Demonstration of comparable work at comparable airports		
2. Applicability of example projects to PNS		
Qualifications and experience of proposed staff:	30	_____
1. Background and experience in stated discipline		
Ability to meet schedules and budget estimates:	20	_____
1. Proposed vs. actual design schedules		
2. Proposed vs. actual construction costs		
3. Change orders history		
4. Claims history		
Certification as or partnership with a Small/Minority/Disadvantaged/Woman-owned Business Enterprise	5	_____
<b>Total Points</b>		_____

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