



# City of Miami

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## REQUEST FOR QUALIFICATIONS

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### CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR OVERTOWN GREENWAY AT NW 11<sup>TH</sup> STREET FROM NW 7<sup>TH</sup> AVENUE TO NW 12<sup>TH</sup> AVENUE PROJECT NO. B-173648 - Commission District 5

**RFQ NUMBER 17-18-049**

**ISSUE DATE  
May 29, 2019**

**PRE-PROPOSAL CONFERENCE  
June 5, 2019 AT 10:00 AM**

**ADDITIONAL INFORMATION AND CLARIFICATION DEADLINE  
June 11, 2019 AT 5:00 PM**

**PROPOSAL SUBMISSION DUE DATE  
July 3, 2019 AT 3:00 PM**

**CONTACT**  
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Department of Procurement  
City of Miami  
444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor  
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## PUBLIC NOTICE

CITY OF MIAMI  
REQUEST FOR QUALIFICATIONS (RFQ)

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
OVERTOWN GREENWAY AT NW 11<sup>TH</sup> STREET  
FROM NW 7<sup>TH</sup> AVENUE TO NW 12<sup>TH</sup> AVENUE  
PROJECT NO. B-173648 - Commission District 5**

**RFP NUMBER 17-18-049**

### SECTION 1

#### INTRODUCTION TO THE PROJECT

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##### 1.0 PURPOSE

The purpose of this RFQ is to enter into a Professional Services Agreement, herein referred to as “PSA” or “Agreement”, with an engineering firm that has been prequalified by the Florida Department of Transportation (“FDOT”) to provide Construction Engineering and Inspection (“CEI”) services during construction of the Overtown Greenway at NW 11<sup>th</sup> Street (from NW 7<sup>th</sup> Ave to NW 12<sup>th</sup> Ave) (the “Project”).

The scope of construction work for the Project shall include road improvements such as drainage system installations, milling and resurfacing, new sidewalk replacement, striping, signs, landscaping, hardscape, decorative street and pedestrian lighting, ADA compliant ramps, and compliance based on the Miami River Greenway Master Plan.

The Successful Proposer shall provide engineering and other technical personnel to provide CEI Services for the City of Miami’s (“City”) Office of Capital Improvements (“OCI”) who shall manage the construction project.

##### 1.1 FDOT/LOCAL AGENCY PROGRAM FUNDING – PREQUALIFIED CONSULTANTS AND SUB-CONSULTANTS ONLY

**THE FDOT/LOCAL AGENCY PROGRAM FUNDING FOR SERVICES PURSUANT TO THIS RFQ REQUIRES THAT ALL PROPOSERS AND THEIR SUB-CONSULTANTS HAVE BEEN PREQUALIFIED BY FDOT, IN ACCORDANCE WITH FDOT STANDARD WORK TYPES 10.1 - ROADWAY CONSTRUCTION ENGINEERING INSPECTION AND 10.3 - CONSTRUCTION MATERIALS INSPECTION TO PROVIDE THE CEI SERVICES REQUIRED DURING CONSTRUCTION OF THE OVERTOWN GREENWAY AT NW 11<sup>TH</sup> STREET PROJECT.**

**In addition to being prequalified by FDOT to provide the required CEI services, each Proposer and their sub-consultants must execute and submit with their proposal the following FDOT certifications and forms:**

- a. FDOT Form #375-030-30 - Truth in Negotiation Certification - pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional



- services contract over \$195,000, FDOT requires that all Proposers execute the Truth in Negotiation Certification and include it with their Proposal;
- b. FDOT Form #375-030-32 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions for Federal Aid Contracts - In accordance with 49 CFR Section 29.510, each Proposer is required to verify their eligibility as well as their sub-consultants' eligibility. Eligibility requirements can be verified from <https://www.sam.gov> DMS State and federally disqualified vendors link at [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information). The attached Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts shall be executed and included with their Proposal;
  - c. FDOT Form #375-030-33 - Certification and Disclosure of Lobbying Activities on Federal Aid Projects - In accordance with 40 CFR 20.100, 23 CFR 630.112 and 2 CFR 200.450 each Proposer shall complete and submit Form #375-030-33 and Form #375-30-34 and include it with the submittal of the Technical Proposal.
  - d. FDOT Form #375-030-50- Conflict of Interest/Confidentiality Certification – In accordance with 23 CFR 1.33 and Section 287.057 F.S., all Proposers shall be required to adhere to the FDOT Topic No. 375-030-006 Restriction of Consultants Eligibility for Department Contracts for projects (1) on the State Highway System, (2) the National Highway System, and (3) on Federal-Aid local highways when construction and a related professional services phase are funded by the FDOT. Accordingly, FDOT requires that all Proposers for this RFQ execute the appropriate Conflict of Interest/Confidentiality Certification and include it with their Proposal;
  - e. FDOT Form #375-040-84 – Local Agency Program Terms For Federal Aid Contracts - Each Proposer must comply with the terms herein and must include said terms in each and every subconsultant and subcontract agreement concerning this Project;
  - f. FDOT Form #375-040-62 – Bid Opportunity List For Professional Consultant Services, and Commodities & Contractual Services - In accordance with 49 CFR Part 26.11, this list is intended to be a listing of all firms that are participating, or attempting to participate, on FDOT-assisted contracts;
  - g. FDOT Form #275-030-11 – DBE Bid Package Information - This form assists FDOT in tracking and reporting planned or estimated DBE utilization. FDOT currently has a race neutral program with a 10.65% goal as certified under the Florida Unified Certification Program;
- All of the above-listed certifications and forms are attached hereto in SECTION 9.
- PLEASE NOTE: In addition to the above-specified certifications and forms, the Agreement with the Successful Proposer and all sub-consultant agreements shall include all provisions found in FDOT Form #375-040-84 Local Agency Program Federal-Aid Terms For Professional Services Contracts which is also attached hereto in SECTION 9.**



## 1.2 PROPOSAL SUBMISSION DUE DATE AND TIME

**Completed Proposals must be delivered to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133 by 3:00 PM, on July 3, 2019 “Proposal Submission Due Date & Time”.** Any Proposals received after the above date and time or delivered to a different address or location will not be considered.

RFQ documents may be obtained on or after **May 29, 2019**, from the City of Miami, OCI webpage at <http://archive.miamigov.com/MiamiCapital/NewBidsandProposals.html>

It is the sole responsibility of all firms to ensure the receipt of any addendum and it is recommended that firms periodically check the OCI webpage for updates and the issuance of addenda.

The City of Miami reserves the right to accept any Proposals deemed to be in the best interest of the City, to waive any minor irregularities, omissions, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the City Charter and Code.

**PROPOSERS ARE ADVISED THAT PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), INVITATION TO BID (ITB), INVITATION FOR BIDS (IFB), INVITATION TO QUOTE (ITQ), REQUESTS FOR LETTERS OF INTEREST (RFLI), AND REQUEST FOR SPONSORSHIPS (RFS) SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ANY SOLICITATION ISSUED AFTER MAY 6, 2019 SHALL COMPLY WITH APM 2-19. APM 2-19 IS ATTACHED HERETO. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY THE PROPOSER AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER, AND ARE NOT WAIVABLE BY THE CITY.**

**THIS SOLICITATION IS SUBJECT TO THE “CONE OF SILENCE” IN ACCORDANCE WITH SECTION 18-74 OF THE CITY CODE.**

**Emilio T. González, Ph.D.  
City Manager**



## SECTION 2

### 2.0: INTRODUCTION TO REQUEST FOR QUALIFICATIONS

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#### 2.1. INVITATION

Thank you for your interest in this RFQ. The City of Miami's Office of Capital Improvements, through the Department of Procurement ("Procurement"), seeks Proposals that offer to provide the services described in Section 3, RFQ Scope of Services. This RFQ is being issued pursuant to Florida Statutes Section 287.055, the "Consultants' Competitive Negotiation Act" (CCNA). All references to Florida Statutes, City of Miami and Miami-Dade County Codes, and other laws/regulations will be interpreted to include "as amended from time to time." Copies of this solicitation are available on the OCI webpage by visiting <http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>.

For purposes of this RFQ, the words:

- a) "Proposal" shall mean the completed written and properly signed submission in response to this RFQ by a Proposer; and
- b) "Proposer" shall mean the Prime Consultant submitting a Proposal in response to this RFQ.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

#### 2.2. SUBMISSION OF PROPOSALS

Sealed written Proposals must be received by the Office of the City Clerk no later than the date, time and at the location indicated in **Section 1.2 PROPOSAL SUBMISSION DUE DATE AND TIME** and in compliance with **Section 5.0: INSTRUCTIONS FOR SUBMITTING A PROPOSAL**, in order to be considered. Faxed documents are not acceptable. **One (1) original hard copy of the Proposer's Proposal and one (1) copy of same in digital form, preferably on a USB-type drive and in BOOKMARKED AND SEARCHABLE .pdf file format**, must be timely received by the Office of the City Clerk, or the Proposal will be disqualified. Proposals can be hand delivered to the Office of the City Clerk, no later than the date, time, and at the location indicated in **Section 1.2. PROPOSAL SUBMISSION DUE DATE AND TIME**. Untimely or mis-delivered submittals will not be considered.

#### 2.3. VOLUNTARY PRE-PROPOSAL CONFERENCE

A Voluntary Pre-Proposal Conference (Conference) will be held on **June 5, 2019 at 10:00 a.m. at the City's Miami Riverside Center (MRC) Building, 444 S.W. 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor, South Conference Room, Miami, Florida 33130**. Prospective Proposers and interested parties are strongly encouraged to attend this meeting to obtain information relative to the RFQ.

#### 2.4. CONE OF SILENCE

Pursuant to Section 18-74 of the City of Miami Code (Ordinance No. 12271), a "Cone of Silence" is imposed upon this RFQ.

Written communications must be in the form of a fax, mail or e-mail to Anthony Rolle, City of Miami, Procurement Department, 444 SW 2<sup>nd</sup> Avenue, 6<sup>th</sup> Floor, Miami, FL 33130, Fax 305-400-5021, e-mail [arolle@miamigov.com](mailto:arolle@miamigov.com) with a copy to the Office of the City Clerk at [clerks@miamigov.com](mailto:clerks@miamigov.com).



Proposers are hereby cautioned not to contact any member of the Evaluation Committee or any staff (except as provided herein) regarding this RFQ until such time as the Cone of Silence is lifted. Failure to abide by this condition of the RFQ shall be cause for rejection of your Proposal. Please review City of Miami Ordinance No. 12271, and City Code Section 18-74 for complete details of the Cone of Silence.

## **2.5. ADDITIONAL INFORMATION OR CLARIFICATION**

Requests for additional information or clarifications must be made in writing. Proposers may fax or e-mail their requests for additional information or clarifications in accordance with this Section 2.5. Facsimiles must have a cover sheet that includes the Proposer's name, the RFQ number and title, and the number of pages transmitted. **Any request for additional information or clarification must be received in writing no later than 5:00 p.m., on Tuesday, June 11, 2019.** Late or non-delivered requests for additional information or clarification may not receive a response in the subsequent addendum.

Procurement will issue responses to inquiries received and any other corrections or amendments it deems necessary, via written addenda prior to the Proposal Submission Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ and in any written addenda to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

**Addenda will only be made available on the OCI webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda.** Prior to submitting the Proposal, the Proposer should check the OCI webpage for all addenda at: <http://www.miamigov.com/MiamiCapital/NewBidsandProposals.html>.

## **2.6 AGREEMENT TERMS AND CONDITIONS**

The Proposer selected to render the services requested herein ("Successful Proposer") shall be required to execute a Professional Services Agreement ("PSA" or "Agreement") with the City. Once the City Manager or City Manager's designee authorizes the commencement of negotiations of a PSA, the selected Proposer will have the opportunity to review the proposed PSA and submit any exceptions or modifications for the consideration of the City. The City will have sole discretion in accepting any exceptions or modifications offered by the selected Proposer.

Certain provisions of the Agreement are non-negotiable. These include, without limitation, applicability and compliance with applicable laws and venue in Miami-Dade County (e.g., State Statutes, County and City Codes); hold harmless, duty to defend, indemnity, and insurance; Code of Ethics and conflicts clauses, and cancellation for convenience by the City Manager.

## **2.7 AWARD OF AN AGREEMENT**

The City Commission or City Manager, as applicable, may award an Agreement for the required Services to the Successful Proposer based upon the qualification requirements reflected herein. The City reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer, when it is determined to be in the City's best interest. The City does not represent that any award will be made. The City does not guarantee any work will be authorized to a Proposer even if an award is made. The award and execution of an Agreement shall comply with CCNA, Florida Statute Section 287.055, as amended, and codified in the City of Miami Code as Section 18-87.





## 2.8 AGREEMENT EXECUTION

By submitting a Proposal, Proposers agree to execute and be bound by the Agreement for Construction Engineering and Inspection Services for the Overtown Greenway at NW 11<sup>th</sup> Street (From NW 7<sup>th</sup> Ave to NW 12<sup>th</sup> Ave). Without diminishing the foregoing, and during the negotiation phase, the Successful Proposer may request clarification and submit comments concerning the PSA or Agreement for City's consideration. None of the foregoing shall preclude the City, at its sole discretion, from seeking to introduce changes to the PSA or Agreement during the negotiation process.

The City shall require the Successful Proposer to provide for itself and its Sub-Consultant(s) all of the following documentation to support the Price Proposal (if applicable) as a condition precedent to execution of an Agreement.

- Current financial statement(s), preferably an audited financial statement(s) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead and a statement of profit or operating margin requested.
- Raw labor rates by labor or professional classification certified as accurate by an officer of the company.
- Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.
- Updated information reflecting information resulting from negotiation of the Agreement.
- Copy of current Notice of Qualification letter from FDOT.

**Such documentation may be requested, if applicable, during negotiations and shall not be submitted with the Proposal.**

## 2.9 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed (NTP). Such NTPs shall constitute the City's authorization to begin work. Any unauthorized work performed by the Successful Proposer(s), prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by the City. The Successful Proposer(s) shall not have any recourse against the City for prematurely performing unauthorized work.

## 2.10. SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Proposals in accordance with the requirements of **Section 5 INSTRUCTIONS FOR SUBMITTING A PROPOSAL. PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.** Proposers shall make the necessary entry in all blanks and forms provided for the Proposal. Proposals shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.

## 2.11. CHANGES / MODIFICATIONS / ALTERATIONS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal, or withdraw a Proposal at any time prior to Proposal Submission Due Date (referenced in the Public Notice). All modifications or withdrawals shall be made in writing, to the Office of the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133. Oral/ Verbal modifications are not allowed and will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. The City will only consider the latest version of the Proposal.





## 2.12. SUB-CONSULTANT(S)/SUB-CONTRACTOR(S)

For purposes of this RFQ, “Sub-Consultant” and “Sub-Contractor” are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of Services required under this RFQ. A Sub-Consultant shall be paid directly by the Proposer, and shall not be paid directly by the City. The Proposer must clearly identify in its Proposal the Sub-Consultants to be utilized in the performance of required Services. The City retains the right to accept or reject any Sub-Consultant proposed in accordance with Section 5.1A.6, Qualifications of Sub-Consultant/Sub-Contractors of the Proposer’s Proposal, or proposed prior to execution of the Agreement. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by the City and maintained in good standing throughout the duration of the Agreement. Neither the Successful Proposer, nor any of its Sub-Consultants, are considered employees, partners, affiliates, or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFQ.

After Proposal submittal, Proposers are expressly prohibited from substituting any Sub-Consultants contained in their Proposal. **Just cause and prior written approval by the City Manager or the Manager’s designee are required for substitution of any Sub-Consultants.** If approved, the City reserves the right to request additional required documentation as specified in the RFQ. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

## 2.13. DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing, in the manner prescribed in Section 2.4, Cone of Silence. If applicable, the City will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed and acknowledged that any such alleged discrepancies, errors or omissions will not be construed against the City as the drafter.

## 2.14. DISQUALIFICATION

**This RFQ requires the use and submission of specific City and FDOT forms. In addition, the RFQ requires the submission of additional documents and information. Failure to use the City and FDOT forms will result in the Proposal being deemed non-responsive, and the Proposal will not receive further consideration for award. Modification of, retyping, or any alterations to the City or FDOT forms may also result in the Proposal being deemed non-responsive.**

The City reserves the right to disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. The City also reserves the right to waive any immaterial defect or informality in any Proposal; to reject any or all Proposals in whole or in part, or to reissue this RFQ.

Any Proposer who submits in its Proposal any information that is determined by the City, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration for award of the Agreement.

Any Proposal submitted by a Proposer who is in arrears, (e.g., money owed or otherwise in debt by failing to deliver goods or services to the City, including any agency or department of the City), or where the City has an open or liquidated damages claim against a Proposer for monies owed



to the City at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior City contract or Agreement, or has been debarred by a federal, State of Florida, or local public entity within the past five (5) years, or is on the convicted vendor list per Florida Statute 287.133, will be rejected as non-responsive and shall not be considered for award. Prior to award of the Agreement, the above requirements must be met, and is a condition that must be maintained during the term of the Agreement.

## **2.15. PROPOSER'S EXPENDITURES**

Proposers understand and agree that any expenditure incurred in preparation and submittal of Proposals, or in the performance of any services requested by the City in connection with the Proposals for this RFQ, are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Proposal, and/or anticipation of Agreement award, and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process. The Proposer agrees to these terms by submission of a Proposal.

## **2.16 EXECUTION OF PROPOSAL**

The Proposal must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable) with an original signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners. When a corporation is the Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the Proposal as an agent, must file with it legal evidence of signature authority. Proposers who are corporations shall furnish to the City with the Proposal, a copy of their authorization to transact business in the State of Florida. Failure to promptly submit this evidence of qualification to do business in the State of Florida, may be a basis for rejection of the Proposal.

Proposer understands that submitting a Proposal to this RFQ does not constitute an Agreement or contract with the City.



## SECTION 3

### 3.0. RFQ SCOPE OF SERVICES

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#### 3.1. PURPOSE

The City is seeking to procure a firm to provide professional Construction Engineering and Inspection (CEI) Services for the Overtown Greenway at NW 11<sup>th</sup> Street (from NW 7<sup>th</sup> Ave to NW 12<sup>th</sup> Ave) project. Proposers must be able to perform every element of the Scope of Services as stipulated below.

#### 3.2. SCOPE OF SERVICES

The Consultant shall provide CEI Services for the Overtown Greenway at NW 11<sup>th</sup> Street project in accordance with all applicable building, electrical, life/safety, and environmental laws, codes and regulations, including the Florida Building Code, Florida Department of Transportation Construction Project Administration Manual, and the City of Miami, Florida City Code, and as set forth herein and to be further specified Attachment A – Scope of Work of the proposed Agreement and subsequent Work Orders.

Consultant shall provide said services in accordance with Section §287.055, Florida Statutes, Consultants' Competitive Negotiations Act (CCNA), as amended.

The Successful Proposer shall provide engineering and other technical personnel to the City to provide CEI Services for the administration of the aforementioned construction project as directed by OCI.

The following specific Scope of Services will typically be included as part of the work to be performed on a CEI project. The Successful Proposer will be required to provide all necessary vehicles, equipment (including field testing equipment), and personnel to perform the services required under the Agreement. Proof of licenses will be required for testing equipment and the personnel operating the testing equipment. Proof of licenses will need to be furnished to the City upon request. Services are to include roadway inspection, testing, monitoring and reporting of drainage installation, roadway reconstruction, sidewalk widening, signalization adjustments, landscaping, and utility coordination, among other things:

- Perform CEI services in accordance with all applicable laws and building regulations, including, but not limited to, the City of Miami Public Works Specifications and Design Standards, Miami-Dade County standards, and Division II and III of the FDOT Standard Specifications for Road and Bridge Construction 2018 (including all supplemental specifications current at the time of bidding), and all other requirements set forth in this Agreement.
- Coordinate the activities of all parties involved in completing the project. This includes, but is not limited to:
  - ❖ Construction Engineering and Inspection Duties
  - ❖ Coordination, Scheduling, Contractor Monitoring, Problem Resolution
  - ❖ Contract Compliance Specialist
  - ❖ Providing verification of Quality Control tests
  - ❖ Coordination and Issuance of Change Order Requests
  - ❖ Checking for errors and omission, and interpreting plans, specifications, and contractual requirements
  - ❖ Assisting in claims and dispute resolution
  - ❖ Public information services



- ❖ Managing pre-construction and construction progress meetings, and preparing and disseminating meeting minutes, and submit full compliance documentation as required by FDOT/LAP Process, Procedures and Regulations.
- If applicable, the CEI firm will be responsible for the monitoring and reporting for compliance of Miami-Dade County contract measure recommendation(s) established by the Department of Business Development Project Worksheet for the participation of specified business entities and/or trades, and for Community Workforce Program (CWP) requirements, as administered by the County's Department of Small Business Development (SBD). This includes, but is not limited to educating the contractor and ensuring contractor compliance with the City of Miami and/or Miami-Dade County contract requirements.
- Sampling, Inspections and Testing
  - ❖ Levels of testing will be as defined in the project specifications and in accordance with the American Society for Testing and Materials, Underwriter Laboratories and/or other applicable industry standards.
- Stored material/equipment review
- Project photo and video documentation
- Record Drawing review
- Maintain progressive list of items requiring correction
- Notification of accident, damage, or injury
- Review and respond to resident complaints
- Coordination, review, and response to RFIs, field directives, and change proposal requests
- Change order management
- Pay application review
- Substantial completion inspection
- Final completion and inspection
- Project close-out

Further details concerning the Scope of Services shall be included in the Agreement to be executed for this Project.

### **3.3. Position Descriptions**

CEI services for this Project will require at least one CEI Project Manager, at least one Senior CEI Construction Inspector, at least one CEI Construction Inspector and at least one CEI Contract Compliance Specialist. Position descriptions are as follows:

#### **1. CEI Project Manager:**

The CEI Project Manager shall have a civil engineering degree with at least ten (10) years of experience in the construction of major road or bridge structures.

The CEI Project Manager must have supervised two or more Senior CEI Construction Inspectors and two or more support staff (e.g., Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services required for the submitted reference projects.

The CEI Project Manager shall receive general instructions regarding assignments from the City and is expected to exercise initiative and independent judgment in the solution of work problems. The CEI Project Manager shall direct and assign specific tasks to inspectors and shall assist in all phases of the construction project. The CEI Project



Manager shall be responsible for the progress and final estimates throughout the construction project duration.

The CEI Project Manager must have the following as required by the scope of work for the Project:

**Qualifications (Mandatory):**

- FDOT Advanced Maintenance of Traffic (MOT)
- Construction Training Qualification Program (CTQP) Final Estimates Level I & II
- Quality Control (QC) Manager
- Advanced American Traffic Safety Services Association (ATSSA) MOT Certification
- Either a Civil Engineering Degree or at least 10 years of construction and contract management experience

**Other:**

- Attend CTQP Quality Control Manager Course and pass the examination.
- A Master's Degree in Engineering may be substituted for one year of engineering experience.
- PE License preferred.

**2. Senior CEI Construction Inspector:**

High school graduate or equivalent plus five years of experience in construction inspection. Previous responsibilities must include performing highly complex technical assignments in field surveying and construction layout, checking shop drawings, checking engineering computations, inspecting construction work, conducting field tests, and finalizing punch-lists. Senior CEI Construction Inspectors must be able to coordinate and manage the lower level inspectors. Work is performed under the general supervision of the CEI Project Manager.

Must have the following as required by the scope of work of the project:

**Qualifications:**

- CTQP Concrete Field Inspector Level I
- American Concrete Institute (ACI)/Concrete Technician Level I & II
- CTQP Asphalt Roadway Level I
- CTQP Asphalt Roadway Level II
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Drilled Shaft Inspection (If applicable)
- CTQP Grouting Technician Level I (If applicable)
- FDOT Intermediate MOT
- FDEP Environmental Technician
- CTQP Final Estimates Level I

**Certifications:**

- Nuclear Radiation Safety
- Advanced ATSSA MOT
- Troxler/Hazmat



### **3. CEI Construction Inspector:**

High school graduate or equivalent plus four (4) years of experience in construction inspection. Previous responsibilities must include inspecting construction work, conducting field tests, and finalizing punch-lists. Must have the following as required by the scope of work of the project:

#### **Qualifications:**

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- Asphalt Paving Level I
- CTQP Earthwork Construction Inspection Level I
- FDOT Intermediate MOT
- Intermediate ATSSA MOT
- Earthwork Construction Level I
- ACI/Concrete Field Tech

#### **Certifications:**

- Nuclear Radiation Safety
- Troxler/Hazmat

### **4. CEI Contract Compliance Specialist**

Graduation from an accredited high school or equivalent with one year of experience as a compliance officer on a construction project or two years of assisting the compliance officer in monitoring the project. Must be able to provide Construction Contract administration and compliance reporting. Must have prior experience compliance monitoring of Local, State and Federal Aid funded construction projects. Must have particular knowledge of the City of Miami's Procurement Code, particularly the City of Miami's Procurement Code: Section 18-120, Responsible Wage Construction Contracts, and Section 18-89, Contracts for Public Works or Improvements. Must have knowledge of the United States Department of Labor Wage and Hour Division, including specific knowledge of provisions of Davis-Bacon Act and the Fair Labor Standards Act. Must be knowledgeable of EEO/AA laws and Miami Dade County Community Small Business Enterprise (CSBE) requirements. Must have the ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Compliance Specialists as determined necessary.





## **SECTION 4 RFQ GENERAL CONDITIONS**

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### **4.1 ACCEPTANCE/REJECTION**

The City reserves the right to accept or reject any or all Proposals or to select the Proposer(s) that, in the opinion of the City, is/are in its best interest(s). The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFQ. Further, the City may waive informalities, technicalities, minor irregularities, and/or request new Proposals for the services specified in this RFQ and may, at its discretion, withdraw and/or re-advertise the RFQ.

### **4.2 LEGAL REQUIREMENTS**

This RFQ is subject to all applicable federal, state, county, city and local laws, codes, ordinances, rules and regulations that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

### **4.3 NON-APPROPRIATION OF FUNDS**

In the event that insufficient funds are appropriated and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the Work Order(s), and/or the Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, promise, warranty or representation is made that any particular work or any project(s) will be assigned to the Successful Proposer.

### **4.4 BUSINESS TAX RECEIPT REQUIREMENT**

Respondents shall meet the City's Business Tax Receipt (BTR) requirements in accordance with Chapter 31, Article II of the City of Miami Code, as amended and any applicable Miami-Dade County BTR requirement. Respondent(s) with a business location outside the City of Miami shall meet the applicable local BTR requirements prior to commencing any work for the City. A copy of the license should be submitted with the Proposal. The City may allow Respondent firms not located within the City to submit a copy of their BTR after the Proposal Submission Due Date. For detailed instructions regarding how to obtain a BTR please visit the link below:

<http://www.miamidade.gov/taxcollector/local-business-tax.asp>

### **4.5 MINIMUM QUALIFICATION REQUIREMENTS**

The City of Miami is seeking to procure a qualified civil engineering firm with experience in completing comprehensive construction engineering and inspection projects for governmental and/or institutional clients, as stipulated in Florida Statutes Section 287.055, CCNA. Proposers shall have, as of the Proposal Submission Due Date, the following mandatory minimum qualifications:

- Firms responding to this RFQ must have been prequalified by FDOT to provide the required CEI services and must have been licensed, registered and practicing as an engineering firm for at least the last five (5) years under its current business name. The firm must have completed at least three (3) construction engineering and inspection projects for governmental or institutional clients within the last five (5) years. Respondents must have a proven track record of successfully completing projects. Failure to meet the above-stated requirements will result in the Respondent's Proposal being rejected as non-responsive.





Respondents must utilize Form RFQ-PP-R for the above-required reference projects and the forms must be signed by the Owner of the project. Failure to submit the reference forms may result in the Proposal being deemed non-responsive.

- In addition, Proposers must have at least one staff or team member who has been licensed and practicing as a civil engineer for at least ten (10) years and who shall serve as Project Manager for this Project.

Each firm interested in responding to this RFQ must provide information on the firm's qualifications and experience of the Project team and team members, as well as the required form reference letters describing previously completed projects. See Section 5.0 "Instructions for Submitting a Proposal" for further direction. Proposals that do not completely adhere to all requirements may be considered non-responsive and eliminated from the process. Additional minimum qualifications may be stated in Section 5.0, "Instructions for Submitting a Proposal".

The City may consider a Proposal as responsive where a Respondent has less than the stipulated minimum number of years of experience solely where the Respondent has undergone a name change and such change-of-name has been filed, or where the Respondent was a subsidiary of a larger firm and the Respondent's firm has been merged into the larger firm. Respondent must include documentation substantiating such name change or merger as part of its Proposal for the City to consider crediting the years of experience from the Respondent under its previous name.

**Failure to include such documentation with the Proposal may result in a determination that the submission is non-responsive.**

#### **4.6 PUBLIC ENTITY CRIMES**

In accordance with Florida Statutes Section 287.133, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not: a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a Contractor, design-builder, supplier, Sub-Contractor, or Consultant under a contract with any public entity; and e) transact business with any public entity in excess of the threshold amount of thirty five thousand dollars (\$35,000) provided in Florida Statutes Section 287.017, CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Proposal, cancellation of the Agreement (if awarded), and may result in Proposer's debarment.

#### **4.7 RESOLUTION OF PROTESTS**

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may protest in writing to the Chief Procurement Officer, in accordance with the procedures contained in Section 18-104, Resolution of Protested Solicitations and Awards, as amended, of the City Code, Ordinance No. 12271 (the City of Miami Procurement Code), as amended, describing the protest procedures. Protests failing to meet the requirements for filing shall NOT be accepted. Failure of a party to timely file a Notice of Intent to Protest, shall constitute a forfeiture of such party's right to file a protest. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. **NO EXCEPTIONS TO THIS REQUIREMENT.**



#### **4.8 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Proposal is one which meets the requirements of the RFQ, is submitted in the format outlined in Section 5.1 – Section B “Proposal Submission Format” of this RFQ, is of timely submission, and has appropriate signatures/attachments as required on each document.

#### **4.9 COLLUSION**

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Proposal for the same Services, or with any City department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws as defined in Section 2-611 of the City Code. The City will investigate all situations where collusion may have occurred, and the City reserves the right to reject any and all Proposals where collusion may have occurred.

#### **4.10 CLARIFICATIONS**

The City reserves the right to request clarifications of information submitted, and to request any necessary supporting documentation or information from any Proposer after the Proposal Submission Due Date.

#### **4.11 KEY PERSONNEL**

The professionals identified for the positions specified in Section 3.3. Position Descriptions, above, may be referred to herein as “Key Personnel”. After submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause **and** prior written approval by the City. The City reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

#### **4.12 AUDIT RIGHTS AND RECORDS RETENTION**

The Successful Proposer agrees to provide access, at all reasonable times, to the City, or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ, the Agreement, the loan reimbursement and grant reimbursement (if applicable), for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for five (5) years after the City makes final payment and all other pending matters are closed. Proposer’s failure or refusal to comply with this condition shall result in the immediate termination of the contract (if awarded) by the City. The Audit and Inspection Provisions of Sections 18-100, 18-101 and 18-102 of the Miami City Code are incorporated by reference herein.

#### **4.13 PUBLIC RECORDS**

The Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled “Contracts; public records; request for Contractor records; civil action.”

### **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER’S DUTY**



**TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT [PUBLICRECORDS@MIAMIGOV.COM](mailto:PUBLICRECORDS@MIAMIGOV.COM), OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE PROPOSER MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

#### **4.14 E-VERIFY**

Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Successful Proposer during the term of the Agreement and shall expressly require any Sub-Consultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Sub-Consultant during the Agreement term.

#### **4.15 CONFLICT OF INTEREST**

Proposers, by responding to this RFQ, certify that, to the best of their knowledge and belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFQ. Any such interests on the part of the Proposer or its employees, shall be disclosed in writing to the City.

Further, Proposers shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

#### **4.16 DEBARRED/SUSPENDED VENDORS**

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: a) submit a response on a contract to provide goods or services to a public entity; b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a response on leases of real property to a public entity; d) may not be awarded or perform work as a Contractor, design-builder, supplier, Sub-Contractor, or Consultant under contract with any public entity; and e) may not transact business with any public entity.

#### **4.17 NONDISCRIMINATION**

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

#### **4.18 UNETHICAL BUSINESS PRACTICE PROHIBITIONS**

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.



#### **4.19 ADDITIONAL TERMS AND CONDITIONS**

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form attests to this. No additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the Agreement, in the sole opinion and reasonable discretion of the City, will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to the Agreement.



## SECTION 5

### INSTRUCTIONS FOR SUBMITTING A PROPOSAL

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Submit the following information and documents with Proposer's Proposal to this RFQ. Failure to do so may cause your Proposal to be deemed non-responsive. Non-responsive submittals will receive no further consideration.

#### 5.1 SUBMISSION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections 5.1A. Content of Qualifications Statement, Sections A - D, each fully completed, and signed as required. Proposers shall prepare their Proposals utilizing the same format outlined below in Section 5.1B. Proposal Submission Format. Each section of the Proposal as stipulated in 5.1B shall be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to; media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee.

Hard cover binders shall not be used in the submission of the Proposal. Proposers should also make every effort to utilize recycled paper in preparing its Proposal. Double sided printing is permitted provided that the Proposal complies with the format set forth in 5.1B. PROPOSAL SUBMISSION FORMAT.

Do not include additional information not requested in this RFQ unless specified in the form of an Addendum. This RFQ requires the use and submission of specific City Forms. The City forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize the City Forms will result in the rejection of the Proposal as non-responsive.

#### A. Content of Qualifications Statement:

All Forms referenced in Sections A-D are identified and included **Section 8.0 RFQ Proposal Forms**. All forms referenced in Section 8.0 are required.

#### Section A

##### 1. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

##### 2. Proposal Cover Letter

Proposer shall complete and submit Form RFQ-PCL for this section of the Proposal. (1 page maximum)

##### 3. Proposal Narrative

Proposer shall complete and submit Form RFQ-PN for this section of its Proposal. Provide a brief overview of the Proposer's firm and why the Proposer should be selected for this Project. (1 page maximum)



**4. Qualifications of the Prime Consultant**

Prime Consultant shall complete and submit Form RFQ-QPC for this section of its Proposal. Prime Consultant shall be a licensed, registered, and practicing engineering firm authorized to conduct business in the State of Florida for at least the last five (5) years **under its current business name** (current business name means the actual official name on file with the State of Florida of the business entity or firm submitting the Proposal), as of Proposal Submission Due Date. Licenses and any other pertinent information shall be submitted which demonstrates the Prime Consultant's ability to satisfy all of the minimum qualification requirements identified in Section 4.5, Minimum Qualification Requirements. Prime Consultant must disclose, in detail, any and all judgments, suits, claims, arbitrations, and back charges asserted or awarded against the Prime Consultant or any proposed Sub-Consultant in the past seven (7) years where the threshold exceeded one hundred thousand dollars (\$100,000). Proposals which do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Proposal.

Proposer shall complete and submit Form RFQ-QPC for this section of its Proposal. (1 form - 2 pages maximum)

**5. Experience of the Prime Consultant**

Prime Consultant shall complete and submit Form RFQ-EPC for this section of its Proposal to provide a comprehensive summary of the Prime Consultant's experience and qualifications in providing civil engineering services. The firm **MUST** have served as lead on construction engineering and inspection projects on a minimum of three (3) previous occasions within the past five (5) years. Prime Consultant shall submit Form RFQ-EPC for each referenced projects including; client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full time personnel assigned to the project, and the total value of the project in terms of the entire cost. **Failure to submit the three (3) construction engineering and inspection projects completed within the past five (5) years minimum experience requirement shall result in a non-responsive determination for the Proposal.**

**Form RFQ-EPC must be completed and signed by the Program/Project Owner's representative.**

**6. Qualifications of Sub-Consultants/Sub-Contractors**

Prime Consultant shall complete and submit Form RFQ-QSC for this section of its Proposal. Prime Consultant shall base the Proposal on the anticipated levels of staffing required to deliver the services identified in Section 2, RFQ Scope of Services, and contained in Attachment "A" of the proposed Agreement. Prime Consultant shall list all Sub-Consultants/Sub-Contractors, and include a one (1) page resume describing education, experience, licenses and any other pertinent information to this RFQ, for each Sub-Consultant/Sub-Contractor.





## **Section B**

### **1. Team Organizational Chart**

An organizational chart of the Proposer's team shall be provided showing the relationships between the Proposer, key personnel and Subconsultants/Subcontractors.

### **2. CEI Philosophy and Process**

Proposer shall complete and submit Form RFQ-DPP for this section of its Proposal. Proposer shall include a brief explanation of its CEI philosophy and process as it relates to this Project. This should include an understanding of the Scope of Services, clearly defined issues commonly encountered and methodology for resolution of these project issues, and the process and approach to meeting the requirements of the Scope of Services. **(1 page maximum)**

### **3. Technical Capabilities and Methodology**

Proposer shall complete and submit Form RFQ-TCM for this section of its Proposal.

Provide a comprehensive explanation of the firm's approach to:

- Manpower planning, including scheduling and allocation of resources
  - Ensuring timely completion of projects
  - Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders
  - Capacity to provide on-call services in a timely manner
  - Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements
- (1 page maximum)**

## **Section C**

### **1. Qualifications and Experience of CEI Project Manager**

Proposer shall complete and submit Forms RFQ-QPM and RFQ-EPM for this section of its Proposal to provide a comprehensive summary of the CEI Project Manager's experience, including the completion of three (3) CEI projects within the past seven (7) years. **Failure to meet the stipulated minimum experience requirement and submit proof of three (3) CEI projects completed within the past seven (7) years, shall result in the Proposal being deemed non-responsive.**

Proposer shall also provide a one (1)-page resume reflecting the CEI Project Manager's education, experience, and qualifications as they relate to this Project.

**Form RFQ-EPM must be completed and signed by the referenced Project Owner's representative.**

### **2. Qualifications and Experience of Senior CEI Construction Inspector**

Proposer shall complete and submit Forms RFQ-QSCI and RFQ-ESCI for this section of its Proposal to provide a comprehensive summary of the Senior CEI





Construction Inspector's experience, including the completion of three (3) CEI projects within the past seven (7) years. **Failure to meet the stipulated minimum experience requirement and submit proof of three (3) CEI projects completed within the past seven (7) years, shall result in the Proposal being deemed non-responsive.**

Proposer shall also provide a one (1)-page resume reflecting the Senior CEI Construction Inspector's education, experience, and qualifications as they relate to this Project.

**Form RFQ-ESCI must be completed and signed by the referenced Project Owner's representative.**

**3. Qualifications and Experience of CEI Construction Inspector**

Proposer shall complete and submit Forms RFQ-QCI and RFQ-ECI for this section of its Proposal to provide a comprehensive summary of the CEI Construction Inspector's experience, including the completion of three (3) CEI projects within the past seven (7) years. **Failure to meet the stipulated minimum experience requirement and submit proof of three (3) CEI projects completed within the past seven (7) years, shall result in the Proposal being deemed non-responsive.**

Proposer shall also provide a one (1)-page resume reflecting the CEI Construction Inspector's education, experience, and qualifications as they relate to this Project.

**Form RFQ-ECI must be completed and signed by the referenced Project Owner's representative.**

**4. Qualifications and Experience of the CEI Contract Compliance Specialist**

Proposer shall complete and submit Forms RFQ-QCCS and RFQ-ECCS for the Contract Compliance Specialist for this section of its Proposal.

Proposer shall complete and submit Forms RFQ-QCCS and RFQ-ECCS for this section of its Proposal to provide a comprehensive summary of the Contract Compliance Specialist's experience, including the completion of three (3) CEI projects within the past seven (7) years. **Failure to meet the stipulated minimum experience requirement and submit proof of three (3) CEI projects completed within the past seven (7) years, shall result in the Proposal being deemed non-responsive.**

Proposer shall also provide a one (1) page resume reflecting the Contract Compliance Specialist's education, experience, and qualifications as they relate to this Project.

**Form RFQ-ECCS must be completed and signed by the referenced Project Owner's representative.**

**Section D**

**1. Acknowledgment of Addenda**

Sign **and** return copies of each addendum signature page.

**2. RFQ Proposal Forms 8.1, 8.2.1, 8.2.2, 8.2.3 and 8.3**

Sign and return each RFQ Proposal Form for the Proposer



### **3. FDOT Certifications and Forms**

#### **B. PROPOSAL SUBMISSION FORMAT:**

Proposals are to be prepared and submitted in the format below. Failure to comply with this format may result in the Proposal being determined non-responsive.

##### **Section A**

1. Table of Contents
2. RFQ-PCL – Proposal Cover Letter
3. RFQ-PN – Proposal Narrative Form
4. RFQ-QPC – Qualifications of Prime Consultant
5. RFQ-EPC – Experience of Prime Consultant
6. RFQ-QSC – Qualifications of Subconsultants/Subcontractors

##### **Section B**

1. Team Organizational Chart
2. RFQ-DPP – CEI Philosophy & Process
3. RFQ-TCM – Proposer’s Technical Capabilities and Methodology

##### **Section C**

For all positions proposed, please submit the supporting forms and information requested below:

1. RFQ-QPM–Qualifications of CEI Project Manager
2. RFQ-EPM–Experience of CEI Project Manager
3. Resume of CEI Project Manager
4. RFQ-QSCI–Qualifications of Senior CEI Construction Inspector
5. RFQ-ESCI–Experience of Senior CEI Construction Inspector
6. Resume of Senior CEI Construction Inspector
7. RFQ-QCI–Qualifications of CEI Construction Inspector
8. RFQ-ECI–Experience of CEI Construction Inspector
9. Resume of CEI Construction Inspector
10. RFQ-QCCS– Qualifications of CEI Contract Compliance Specialist
11. RFQ-ECCS– Experience of CEI Contract Compliance Specialist
12. Resume of CEI Contract Compliance Specialist

##### **Section D**

1. Acknowledgment of Addenda
2. RFQ Proposal Forms (Section 8.0)
3. FDOT Certifications and Forms ((Section 9.0)

#### **5.2. Proposal Submission**

**One (1) original of the Proposer’s Proposal and one (1) copy of same in digital form, preferably on a USB-type drive and in BOOKMARKED AND SEARCHABLE .pdf file format Drive, must be delivered to:**

**Mr. Todd Hannon, City Clerk  
City of Miami  
Office of the City Clerk 3500  
Pan American Drive  
First Floor  
Miami, Florida 33133**



Proposals must be clearly marked on the outside of the package referencing

**RFQ NO: 17-18-049**

**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
FOR OVERTOWN GREENWAY AT NW 11<sup>TH</sup> STREET  
(FROM NW 7<sup>TH</sup> AVE TO NW 12<sup>TH</sup> AVE)**

**PROJECT NO.: B-173648**

**Proposals received at any other location than the aforementioned location or after the Proposal Submission Due Date and time shall be deemed non-responsive and shall not be considered.**

Proposals should be signed by an official authorized to bind the Proposer to the provisions given in the Proposal. Proposals are to remain valid **for at least 180 days**. Upon award of an Agreement, the contents of the Proposals of the Successful Proposer(s) shall be included as part of the Agreement at the City's discretion.

**SUBMITTAL GUIDELINES**

**1. General**

Only one (1) Proposal from an individual, firm, partnership or corporation will be considered in response to this RFQ. Sub-consultants or Subcontractors may be included in more than one Proposal submitted by more than one Proposer. However, a firm, partnership or corporation that submits a Proposal may not be a Sub-Consultant or Subcontractor under another Proposal submitted in response to this RFQ.

Proposer must clearly reflect in its Proposal any Sub-Consultants\Subcontractors proposed to be used, and provide for the Sub-Consultant\Subcontractor the same information required of the Proposer. The City retains the right to accept or reject any proposed Sub-Consultants.

Throughout this RFQ, the phrases "must" and "shall" will denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

It is the policy of the City that the Successful Proposer register as a Bidder/Vendor indicating the commodities/services which the Proposer can regularly supply to the City. Should the Successful Proposer not be currently listed on the City's Proposer/bidder's list, they may register via the internet at: <http://egov.ci.miami.fl.us/bids/bids.asp>. For any questions, contact the Procurement Department at (305) 416-1922. Proposers may be registered as a Bidder/Vendor prior to submitting its Proposal . It is the sole responsibility of the Proposer(s) to insure that they are properly registered with the City.



## SECTION 6

### EVALUATION/SELECTION PROCESS

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#### A. Evaluation Procedures

The procedure for Proposal evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Proposals.
3. Opening and listing of all Proposals received.
4. Preliminary review by City's Procurement staff for compliance with the submission requirements of the RFQ, including verification that each Proposal includes all documents required.
5. Review by professional staff and/or an Evaluation Committee (Committee) certifying that the Proposer is qualified to render the required services according to State regulations.
6. Protests shall be resolved in accordance with the provisions of Section 4.7 Resolution of Protests, above.
7. The Committee, appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFQ. The Committee will select a minimum of three firms deemed the most highly qualified to perform the required services, unless fewer than three Proposals are received. At the Committee's option, they may decide to hold brief presentations and interview sessions with all Proposers or Shortlisted firms.
8. If required, the Committee shall determine which of the respective proposers has the most experience to resolve any tie scores.
9. The Committee forwards its recommendation to the City Manager, listing the Proposers in rank order.
10. After reviewing the Committee's recommendation, the City Manager may:
  - a) approve the recommendation of the Committee, written notice of which shall be provided to all proposers, and the City Manager shall then submit his or her recommendation to the City Commission;
  - b) reject the Committee's recommendation and instruct the Committee to re-evaluate and make further recommendations;
  - c) reject all Proposals; or
  - d) recommend that the City Commission reject all Proposals.

City Manager may accept the recommendation and authorize Procurement to enter into negotiations with the top ranked Proposer, request that the Committee provide additional information as to the ranking of the Proposals. Upon approval of the Committee recommendation the Proposers will be listed in rank order on the OCI webpage: <http://archive.miamigov.com/MiamiCapital/NewBidsandProposals.html>

11. Upon successful negotiation of an Agreement, Procurement will forward the recommended Agreement to the City Manager for approval and the City Manager,



upon acceptance of the negotiated Agreement, will approve the award or recommend that the City Commission, when required by the City's Procurement Code, approve the recommendation of the Committee and the award of the Agreement. Where Procurement is not able to successfully negotiate an Agreement with the top ranked Proposer Procurement will recommend to the City Manager that such negotiations be terminated and that Procurement enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Proposals are rejected.

12. After reviewing the City Manager's recommendation, the City Commission may: approve the City Manager's recommendation and authorize award of the Agreement; reject the Agreement; or reject all Proposals and direct the City Manager re-open negotiations or to solicit new Proposals.

## B. Evaluation and Selection Schedule

The chart below reflects the projected evaluation and selection schedule for this RFQ. Dates reflected in this chart may be altered if in the best interest of the City.

Projected Evaluation and Selection Schedule		
1.	RFQ Released to the Public	May 29, 2019
2.	Pre-Proposal Conference	June 5, 2019
3.	Last Day to Submit RFIs to the City	June 11, 2019
4.	Proposals Submitted to the City	July 3, 2019
5.	Evaluation Committee Meeting	July 17, 2019
6.	Oral Presentation (if applicable)	August 7, 2019
7.	Report of the Evaluation Committee/Final Ranking	August 13, 2019
8.	Negotiation Start	August 23, 2019
9.	Award Recommendation Approved by City Manager	September 13, 2019
10.	Agreement Awarded by City Commission (if applicable)	October 24, 2019

## C. Evaluation Criteria

Proposals shall be evaluated according to the following criteria and respective weight:

- |   |                   |
|---|-------------------|
| ➤ Proposer's Experience and Qualifications        | Maximum 35 points |
| ➤ Experience of CEI Project Manager               | Maximum 10 points |
| ➤ Experience of Senior CEI Construction Inspector | Maximum 35 points |
| ➤ CEI Philosophy, Methodology and Process         | Maximum 10 points |
| ➤ Technical Approach                              | Maximum 10 points |



## **SECTION 7**

### **REPORTING AND PERFORMANCE EVALUATION**

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#### **7.1 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING**

The Successful Proposer shall complete the Anticipated DBE Participation Statement through the Equal Opportunity Compliance system within three business days after the pre-construction or pre-work conference for all federal and state funded projects. It will assist FDOT in tracking and reporting planned or estimated DBE utilization. FDOT currently has a race neutral program with a 10.65% goal as certified under the Florida Unified Certification Program. During the term of the Agreement, the Successful Proposer shall be required to report payments to DBE and MBE Sub-consultants through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payment must be reported whether or not you initially planned to utilize the firm. All questions regarding DBE reporting should be directed to [EOOHelp@dot.state.fl.us](mailto:EOOHelp@dot.state.fl.us).

#### **7.2 BID OPPORTUNITY LIST REPORTING**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote sub-consultants on FDOT-assisted projects, including DBE's and non-DBE's.

Proposers shall complete the Bidders Opportunity List through the Equal Opportunity Compliance system within three business days of submission of the proposal for ALL Subconsultants who quote to you for specific services for this solicitation. The web address to the Equal Opportunity Compliance system is listed below:

<https://www.fdot.gov/equalopportunity/eoc.shtm>

#### **7.3 PERFORMANCE EVALUATION**

The City shall conduct Performance Evaluations during and after completion of the Agreement with the Successful Proposer. Performance Evaluations shall be used as a basis for the award of future work, as well as advising the Successful Proposer of their performance.



**SECTION 8**

**8.0 RFQ PROPOSAL FORMS**

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**8.1. RFQ INFORMATION FORM**

**RFQ No. 17-18-049 Construction Engineering & Inspection Services for Overtown Greenway at NW 11<sup>th</sup> Street (from NW 7<sup>th</sup> Ave to NW 12<sup>th</sup> Ave) Project No. B-173648**

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

\_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
Principal Business Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Signature





**8.2.1**

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION OR LLC)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_

\_\_\_\_\_, a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_\_, to the City of Miami and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR PROPOSAL**



8.2.2

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20 \_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Miami and this Partnership and that their execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Secretary: \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DISQUALIFY YOUR PROPOSAL**



8.2.3

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

STATE OF )  
 ) SS:  
COUNTY OF )

I HEREBY CERTIFY that as an individual, I \_\_\_\_\_  
(Name of Individual)  
\_\_\_\_\_ and as a d/b/a (doing business as) \_\_\_\_\_  
(if applicable)  
\_\_\_\_\_ exist under the laws of the State of Florida.

"RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_, to the City of Miami as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of this attestation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

Commission No.: \_\_\_\_\_

I personally know the individual/do not know the individual (Please Circle)

Driver's License # \_\_\_\_\_

(SEAL)

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM MAY DISQUALIFY YOUR PROPOSAL**



### 8.3 DEBARMENT AND SUSPENSION

(a) Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a contractual party for the causes listed below from consideration for award of city contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a contractor from consideration for award of City contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend contractors shall be exercised in accordance with regulations, which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

(b) Causes for debarment or suspension include the following:

1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
3. Conviction under state or federal antitrust statutes arising out of the submission of bids or Proposals.
4. Violation of contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
5. Debarment or suspension of the contractual party by any federal, state or other governmental entity.
6. False certification pursuant to paragraph (c) below.
7. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the contractual party performing City contracts.

(c) Certification:

All contracts for goods and services, sales, and leases by the City shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b) (5).



The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or debarred or suspended as set forth in paragraph (b) (5).

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

Individual Name: \_\_\_\_\_

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

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

**FAILURE TO SIGN THIS FORM SHALL DISQUALIFY YOUR PROPOSAL. ADDITIONALLY, THIS FORM IS REQUIRED OF ALL SUB-CONSULTANTS LISTED ON THE RESPONDENT'S TEAM. FORMS SIGNED BY A REPRESENTATIVE OF EACH FIRM SHALL BE SUBMITTED WITH THE RESPONDENTS' RFQ PACKAGE**



**City of Miami, Department of Procurement  
Proposal Cover Letter - RFQ-PCL**

**RFQ No.:** \_\_\_\_\_

**RFQ Title:** \_\_\_\_\_

**Proposer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

**Florida Corporation No.:** \_\_\_\_\_

**FEIN #:** \_\_\_\_\_

**Proposer's Contact Person:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Certification of Compliance with Minimum Qualification Requirement(s)**

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in Section 18-107 or Ordinance No. 12271.

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

**Proposer's Authorized Representative:**

**Name:** \_\_\_\_\_

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

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

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



**City of Miami, Department of Procurement  
Proposal Narrative Form - RFQ-PN**

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**RFQ No.:** \_\_\_\_\_

**RFQ Title:** \_\_\_\_\_

**Proposer:** \_\_\_\_\_

**In the space provided below respond to the requirements for the Proposal Narrative, specified in Section 5.1(A)(Sec. A)(3) of the RFQ.**





**City of Miami, Department of Procurement  
Proposal Narrative Form - RFQ-PN**

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**Please utilize the space below, as necessary.**



## City of Miami, Department of Procurement Qualifications of CEI Prime Consultant - RFQ-QPC

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response a non-responsive.

**RFQ No.:** \_\_\_\_\_ **RFQ Title:** \_\_\_\_\_

**Name of Prime Consultant:** \_\_\_\_\_

**Primary Types of Projects** (Governmental Facilities, Residential, Commercial, Industrial, Office or Other)

**Type of Firm:** Corporation  LLC  Partnership  Sole Proprietor  Joint Venture  Other

**Certified Small or Minority Owned Business:** Yes  No  Issued by (name): \_\_\_\_\_

Type of Ownership Certification(s): \_\_\_\_\_

**Is this the Proposer's Main Office?** Yes  No  If No, please provide your main office location:

**Will the Prime Consultant rely on any other branch or subsidiary office to perform the work?** Yes  No

If "Yes," indicate location of offices: \_\_\_\_\_

**Number of years in business under current name:** \_\_\_\_\_. **If the Prime Consultant has undergone a name change in the past five (5) years, provide prior name & number of years in business under this name** (not a result of a sale of the firm):

### **Type and number of projects completed in the past 5 years:**

Design/Bid/Build: \_\_\_\_\_ Design/Build: \_\_\_\_\_ CM-at-Risk: \_\_\_\_\_ N/A

Private Sector: \_\_\_\_\_ Federal Government: \_\_\_\_\_ State/County/Municipal: \_\_\_\_\_

City of Miami: \_\_\_\_\_ Name of Projects: \_\_\_\_\_

Residential/Residential High-Rise: \_\_\_\_\_ Office: \_\_\_\_\_ Mixed-Use: \_\_\_\_\_ Retail: \_\_\_\_\_

LEED/Green Globe Certified: \_\_\_\_\_ Other (specify): \_\_\_\_\_



## City of Miami, Department of Procurement Qualifications of CEI Prime Consultant - RFQ-QPC

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List below the names of owners, officers, principals, and the principal-in-charge-of the Proposer's firm together with the title and percentage of ownership (add additional pages as necessary):

Name	Title	% Ownership

By signing below Proposer certifies that the information contained in Form RFQ-QPC is accurate and correct. Proposer further certifies that it is aware that if the City determines that any of the information is incorrect or false the City may at its sole discretion reject the Response as non-responsive.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



## City of Miami, Department of Procurement Experience of the CEI Prime-Consultant / Reference Form - RFQ-EPC

### INSTRUCTIONS

CEI Prime Consultants shall complete the following information for completed projects within the past five (5) years, where the Proposer believes the project is of equal or greater scope, size, and complexity that best represent its ability to complete the "Project." The reference provided below should be for one (1) project, and must comply with the requirements listed in Section 5.1(A)(5) of the RFQ. Please provide no more than three (3) projects.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE RESPONSE BEING REJECTED AS NON-RESPONSIVE.**

### REFERENCE(S) APPLICABILITY TO EXPERIENCE REQUIREMENTS (To be Completed by the Prime Consultant)

This project reference complies with the Experience Requirement(s) under Section 5.1(A)(5) of the RFQ.

Yes

No

Not Applicable

### REFERENCE PROJECT INFORMATION (To be Completed by the CEI Prime Consultant)

Reference Project Name/Address:

Name(s) and Role(s) of Consultant Personnel Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Compensation for Services: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date:  
/

Construction Completion Date:  
/

Consultant's Company Name:

Consultant's Contact Name:

Consultant's Title/Position:

Consultant's Contact Signature: \_\_\_\_\_

Consultant's Telephone Number:

Facsimile Number:

E-mail:

### REFERENCE PROJECT INFORMATION (To be Completed by the Project Owner)

Project Completed on Time and within Budget :  Yes  No Project Duration:

If "No," was the **Consultant** at fault or did it contribute to the delay(s) or increased cost?  Yes  No

Quality of Services Provided:  Above Expectations\*  Average  Below Expectations

(\*)"Above Expectations" means there were fewer errors and omissions than anticipated.

Did the Prime **Consultant** provide Project Management Services?  Yes  No  Limited Scope

Did Prime **Consultant** provide Construction Management Services?  Yes  No  Limited Scope

Was the Prime **Consultant** responsive to the Project Owner?  Yes  No

Was the Prime **Consultant** timely in its reviews and submittals?  Yes  No

Reference Company Name:

Reference Contact Name:

Reference Title/Position:

Reference Contact

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

Reference Telephone Number:

E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).



**City of Miami, Department of Procurement  
Qualifications of CEI Sub-Consultants/CEI Sub-Contractors - RFQ-QSC**

---

**Instructions**

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response a non-responsive.

**RFQ No.:** \_\_\_\_\_ **RFQ Title:** \_\_\_\_\_

**Name of Prime-Consultant:** \_\_\_\_\_

Name of CEI Sub-Consultants / CEI Subcontractors	Office Location (City, State)	Scope of Work	License No.	DBE/FDOT Certification	% of Work
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____





**City of Miami, Department of Procurement Proposal  
CEI Philosophy and Process / RFQ-DPP**

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**RFQ No.:** \_\_\_\_\_

**RFQ Title:** \_\_\_\_\_

**Name of Proposer:** \_\_\_\_\_

**In the space provided below respond to the requirements for Proposal Philosophy and Process, as specified in the RFQ.**



**City of Miami, Department of Procurement  
Proposer's Technical Capabilities and Methodology / RFQ-TCM**

---

RFQ No.: \_\_\_\_\_

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

Name of Proposer: \_\_\_\_\_

**In the space provided below respond to the requirements for Technical Capabilities and Methodology, as specified in the RFQ.**



## City of Miami, Department of Procurement Qualifications of CEI Project Manager - RFQ-QPM

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

RFQ No.: \_\_\_\_\_ RFQ Title: \_\_\_\_\_  
Name of CEI Project Manager: \_\_\_\_\_

Primary Type(s) of CEI Engineering Project Experience: (Governmental Facilities, Residential, Commercial, Industrial, Office or Other) \_\_\_\_\_

### Licenses/Certifications held by CEI Project Manager:

License/Certification	Issuing Agency	License/Cert No.	Expiration Date	Discipline

Will the CEI Project Manager rely on any other branch or subsidiary office of the Prime Consultant to perform the work? Yes  No

If "Yes," indicate location of offices: \_\_\_\_\_

Number of years on staff of Prime Consultant: \_\_\_\_\_

### Type and number of CEI projects managed and completed by CEI Project Manager in the past 10 years:

Design/Bid/Build: \_\_\_\_\_ Design/Build: \_\_\_\_\_ CM-at-Risk: \_\_\_\_\_ N/A

Private Sector: \_\_\_\_\_ Federal Government: \_\_\_\_\_ State/County/Municipal: \_\_\_\_\_

City of Miami: \_\_\_\_\_ Name of Projects: \_\_\_\_\_

Residential/Residential High-Rise: \_\_\_\_\_ Office: \_\_\_\_\_ Mixed-Use: \_\_\_\_\_ Retail: \_\_\_\_\_

LEED/Green Globe Certified: \_\_\_\_\_ Other (specify): \_\_\_\_\_



## City of Miami, Department of Procurement Qualifications of CEI Project Manager - RFQ-QPM

---

By signing below Proposer certifies that the information contained in this Form RFQ-QPM is accurate and correct. Proposer further certifies that it is aware that if the City determines that any of the information is incorrect or false the City may at its sole discretion reject the Response as non-responsive.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



**City of Miami, Department of Procurement  
Experience of the CEI Project Manager / Reference Form - RFQ-EPM**

**INSTRUCTIONS**

Project Managers shall complete the following information for completed projects within the past seven (7) years, where the Proposer believes the project is of equal or greater scope, size, and complexity that best represent its ability to complete the "Project." The reference provided below should be for one (1) project, and must comply with the requirements listed in Section 5.1(A)(Sec. C)(1) of the RFQ. Please provide no more than three (3) projects.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE RESPONSE BEING REJECTED AS NON-RESPONSIVE.**

**REFERENCE(S) APPLICABILITY TO EXPERIENCE REQUIREMENTS (To be Completed by the CEI Project Manager)**

This project reference complies with the Experience Requirement(s) under Section 5.1(A)(Sec. C)(1) of the RFQ.

Yes                       No                       Not Applicable

**REFERENCE PROJECT INFORMATION (To be Completed by the CEI Project Manager)**

Reference Project Name/Address:

Name(s) and Role(s) of CEI Project Manager Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Compensation for Services: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date:  
/

Construction Completion Date:  
/

Project Manager's Company Name:

Company's Contact Name:

Project Manager's Title/Position:

Consultant's Contact Signature: \_\_\_\_\_

Consultant's Number:

Facsimile Number:

E-mail:

**REFERENCE PROJECT INFORMATION (To be Completed by the Project Owner)**

Project Completed on Time and within Budget :  Yes     No    Project Duration:

If "No," was the **CEI Project Manager** at fault or did it contribute to the delay(s) or increased cost?  Yes     No

Quality of Services Provided:  Above Expectations\*     Average     Below Expectations

(\*)"Above Expectations" means there were fewer errors and omissions than anticipated.

Did the **CEI Project Manager** provide Project Management Services?     Yes     No     Limited Scope

Did the **CEI Project Manager** provide Construction Management     Yes     No     Limited Scope

Was the **CEI Project Manager** responsive to the Project Owner?     Yes     No

Was the **CEI Project Manager** timely in its reviews and submittals?     Yes     No     N/A

Reference Company Name:

Reference Contact Name:

Reference Title/Position:

Reference Contact Signature: \_\_\_\_\_

Reference Telephone Number:

E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).



## City of Miami, Department of Procurement Qualifications of Senior CEI Construction Inspector - RFQ-QSCI

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

**RFQ No.:** \_\_\_\_\_ **RFQ Title:** \_\_\_\_\_

**Name of Sr. CEI CI:** \_\_\_\_\_

**Primary Type(s) of CEI Project Experience:** (Governmental Facilities, Residential, Commercial, Industrial, Office or Other) \_\_\_\_\_

### **Licenses/Certifications held by Sr. CEI CI:**

License/Certification	Issuing Agency	License/Cert No.	Expiration Date	Discipline

**Will the Sr. CEI CI rely on any other branch or subsidiary office of the Prime Consultant to perform the work?** Yes  No

If "Yes," indicate location of offices: \_\_\_\_\_

**Number of years on staff of Prime Consultant:** \_\_\_\_\_

### **Type and number of CEI projects managed and completed by Sr. CEI CI in the past 10 years:**

Design/Bid/Build: \_\_\_\_\_ Design/Build: \_\_\_\_\_ CM-at-Risk: \_\_\_\_\_ N/A

Private Sector: \_\_\_\_\_ Federal Government: \_\_\_\_\_ State/County/Municipal: \_\_\_\_\_

City of Miami: \_\_\_\_\_ Name of Projects: \_\_\_\_\_

Residential/Residential High-Rise: \_\_\_\_\_ Office: \_\_\_\_\_ Mixed-Use: \_\_\_\_\_ Retail: \_\_\_\_\_

LEED/Green Globe Certified: \_\_\_\_\_ Other (specify): \_\_\_\_\_





## City of Miami, Department of Procurement Qualifications of Senior CEI Construction Inspector - RFQ-QSCI

---

By signing below Proposer certifies that the information contained in this Form RFQ-QPM is accurate and correct. Proposer further certifies that it is aware that if the City determines that any of the information is incorrect or false the City may at its sole discretion reject the Response as non-responsive.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



**City of Miami, Department of Procurement  
Experience of the Sr. CEI Construction Inspector / Reference Form - RFQ-ESCI**

**INSTRUCTIONS**

Sr. CEI Construction Inspectors shall complete the following information for completed projects within the past seven (7) years, where the Proposer believes the project is of equal or greater scope, size, and complexity that best represent its ability to complete the "Project." The reference provided below should be for one (1) project, and must comply with the requirements listed in Section 5.1(A)(Sec. C)(2) of the RFQ. Please provide no more than three (3) projects.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE RESPONSE BEING REJECTED AS NON-RESPONSIVE.**

**REFERENCE(S) APPLICABILITY TO EXPERIENCE REQUIREMENTS (To be Completed by the Project Manager)**

This project reference complies with the Experience Requirement(s) under Section 5.1(A)(Sec)(2) of the RFQ.

Yes                       No                       Not Applicable

**REFERENCE PROJECT INFORMATION (To be Completed by the Project Manager)**

Reference Project Name/Address:

Name(s) and Role(s) of Project Manager Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Compensation for Services: \$ \_\_\_\_\_ Project Start Date: / / Project Completion Date: / /  
 Project Construction Cost: \$ \_\_\_\_\_ Construction Start Date: / / Construction Completion Date: / /

Project Manager's Company Name: \_\_\_\_\_ Company's Contact Name: \_\_\_\_\_  
 Project Manager's Title/Position: \_\_\_\_\_ Consultant's Contact Signature: \_\_\_\_\_  
 Consultant's Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**REFERENCE PROJECT INFORMATION (To be Completed by the Project Owner)**

Project Completed on Time and within Budget :  Yes     No    Project Duration: \_\_\_\_\_  
 If "No," was the **Sr. CEI Construction Inspector** at fault or did it contribute to the delay(s) or increased cost?  Yes     No

Quality of Services Provided:  Above Expectations\*     Average     Below Expectations

(\*) "Above Expectations" means there were fewer errors and omissions than anticipated.

Did the **Sr. CEI Construction Inspector** provide Project Inspection Services?     Yes     No     Limited Scope  
 Did the **Sr. CEI Construction Inspector** provide Construction Management Services?     Yes     No     Limited Scope  
 Was the **Sr. CEI Construction Inspector** responsive to the Project Owner?     Yes     No  
 Was the **Sr. CEI Construction Inspector** timely in its reviews and submittals?     Yes     No     N/A

Reference Company Name: \_\_\_\_\_ Reference Contact Name: \_\_\_\_\_

Reference Title/Position:  
Reference Telephone Number:

Reference Contact Signature: \_\_\_\_\_  
E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).



## City of Miami, Department of Procurement Qualifications of CEI Construction Inspector - RFQ-QCI

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

**RFQ No.:** \_\_\_\_\_ **RFQ Title:** \_\_\_\_\_

**Name of CEI CI:** \_\_\_\_\_

**Primary Type(s) of CEI Engineering Project Experience:** (Governmental Facilities, Residential, Commercial, Industrial, Office or Other) \_\_\_\_\_

### **Licenses/Certifications held by CEI CI:**

License/Certification	Issuing Agency	License/Cert No.	Expiration Date	Discipline

**Will the CEI CI rely on any other branch or subsidiary office of the Prime Consultant to perform the work?**  
Yes  No

If "Yes," indicate location of offices: \_\_\_\_\_

**Number of years on staff of Prime Consultant:** \_\_\_\_\_.

### **Type and number of CEI projects managed and completed by CEI CI in the past 10 years:**

Design/Bid/Build: \_\_\_\_\_ Design/Build: \_\_\_\_\_ CM-at-Risk: \_\_\_\_\_ N/A

Private Sector: \_\_\_\_\_ Federal Government: \_\_\_\_\_ State/County/Municipal: \_\_\_\_\_

City of Miami: \_\_\_\_\_ Name of Projects: \_\_\_\_\_

Residential/Residential High-Rise: \_\_\_\_\_ Office: \_\_\_\_\_ Mixed-Use: \_\_\_\_\_ Retail: \_\_\_\_\_

LEED/Green Globe Certified: \_\_\_\_\_ Other (specify): \_\_\_\_\_



## City of Miami, Department of Procurement Qualifications of CEI Construction Inspector - RFQ-QCI

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By signing below Proposer certifies that the information contained in this Form RFQ-QPM is accurate and correct. Proposer further certifies that it is aware that if the City determines that any of the information is incorrect or false the City may at its sole discretion reject the Response as non-responsive.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title



## City of Miami, Department of Procurement Experience of the CEI Construction Inspector / Reference Form - RFQ-ECI

### INSTRUCTIONS

CEI Construction Inspectors shall complete the following information for completed projects within the past seven (7) years, where the Proposer believes the project is of equal or greater scope, size, and complexity that best represent its ability to complete the "Project." The reference provided below should be for one (1) project, and must comply with the requirements listed in Section 4.1(A)(Sec C)(3) of the RFQ. Please provide no more than three (3) projects.

**FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE RESPONSE BEING REJECTED AS NON-RESPONSIVE.**

### REFERENCE(S) APPLICABILITY TO EXPERIENCE REQUIREMENTS (To be Completed by the CEI Construction Inspector)

This project reference complies with the Experience Requirement(s) under Section 4.1(A)(Sec C)(3) of the RFQ.

Yes

No

Not Applicable

### REFERENCE PROJECT INFORMATION (To be Completed by the Construction Inspector)

Reference Project Name/Address:

Name(s) and Role(s) of CEI Construction Inspector Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Compensation for Services: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date:  
/

Construction Completion Date:  
/

CEI Construction Inspector's Company Name:

Company's Contact Name:

CEI Construction Inspector's Title/Position:

Consultant's Contact Signature: \_\_\_\_\_

Consultant's Number:

Facsimile Number:

E-mail:

### REFERENCE PROJECT INFORMATION (To be Completed by the Project Owner)

Project Completed on Time and within Budget :  Yes  No Project Duration:

If "No," was the **CEI Construction Inspector** at fault or did it contribute to the delay(s) or increased cost?  Yes  No

Quality of Services Provided:  Above Expectations\*  Average  Below Expectations

(\*) "Above Expectations" means there were fewer errors and omissions than anticipated.

Did the **CEI Construction Inspector** provide Project Inspection Services?  Yes  No  Limited Scope

Did the **CEI Construction Inspector** provide Construction Management Services?  Yes  No  Limited Scope

Was the **CEI Construction Inspector** responsive to the Project Owner?  Yes  No

Was the **CEI Construction Inspector** timely in its reviews and submittals?  Yes  No  N/A

Reference Company Name:

Reference Contact Name:

Reference Title/Position:

Reference Contact Signature: \_\_\_\_\_

Reference Telephone Number:

Facsimile Number:

E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).





## City of Miami, Department of Procurement Qualifications of CEI Contract Compliance Specialist - RFQ-QCCS

### Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

**RFQ No.:** \_\_\_\_\_ **RFQ Title:** \_\_\_\_\_

**Name of CEI CCS:** \_\_\_\_\_

**Primary Type(s) of CEI Project Experience:** (Governmental Facilities, Residential, Commercial, Industrial, Office or Other) \_\_\_\_\_

### **Licenses/Certifications held by CEI CCS:**

License/Certification	Issuing Agency	License/Cert No.	Expiration Date	Discipline

**Will the CEI CCS rely on any other branch or subsidiary office of the Prime Consultant to perform the work?** Yes  No

If "Yes," indicate location of offices: \_\_\_\_\_

**Number of years on staff of Prime Consultant:** \_\_\_\_\_.

### **Type and number of CEI projects managed and completed by CEI CCS in the past 10 years:**

Design/Bid/Build: \_\_\_\_\_ Design/Build: \_\_\_\_\_ CM-at-Risk: \_\_\_\_\_ N/A

Private Sector: \_\_\_\_\_ Federal Government: \_\_\_\_\_ State/County/Municipal: \_\_\_\_\_

City of Miami: \_\_\_\_\_ Name of Projects: \_\_\_\_\_

Residential/Residential High-Rise: \_\_\_\_\_ Office: \_\_\_\_\_ Mixed-Use: \_\_\_\_\_ Retail: \_\_\_\_\_

LEED/Green Globe Certified: \_\_\_\_\_ Other (specify): \_\_\_\_\_



## City of Miami, Department of Procurement Qualifications of CEI Contract Compliance Specialist - RFQ-QCCS

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By signing below Proposer certifies that the information contained in this Form RFQ-QPM is accurate and correct. Proposer further certifies that it is aware that if the City determines that any of the information is incorrect or false the City may at its sole discretion reject the Response as non-responsive.

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_ Date

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

\_\_\_\_\_ Title



City of Miami, Department of Procurement
Experience of the CEI Contract Compliance Specialist / Reference Form – RFQ- ECCS

INSTRUCTIONS

Contract Compliance Specialist shall complete the following information for completed projects within the past seven (7) years, where the Proposer believes the project is of equal or greater scope, size, and complexity that best represent its ability to complete the "Project." The reference provided below should be for one (1) project, and must comply with the requirements listed in Section 5.1(A)(Sec C)(4) of the RFQ. Please provide no more than three (3) projects.

FAILURE TO COMPLETE AND SUBMIT THIS FORM MAY RESULT IN THE RESPONSE BEING REJECTED AS NON-RESPONSIVE.

REFERENCE(S) APPLICABILITY TO EXPERIENCE REQUIREMENTS (To be Completed by the CEI Contract Compliance Specialist)

This project reference complies with the Experience Requirement(s) under Section 5.1(A)(Sec C)(4) of the RFQ.

Yes No Not Applicable

If yes, please indicate which of the Experience Requirements are met with this project reference.

REFERENCE PROJECT INFORMATION (To be Completed by the CEI Contract Compliance Specialist)

Reference Project Name/Address:

Name(s) and Role(s) of Contract Compliance Specialist Working on this Reference Project:

Reference Project Description:

Scope of Services Provided:

Compensation for Services: \$

Project Start Date: /

Project Completion Date: /

Project Construction Cost: \$

Construction Start Date: /

Construction Completion Date: /

Contract Compliance Specialist's Company Name:

Company's Contact Name:

Contract Compliance Specialist's Title/Position:

Consultant's Contact Signature: \_\_\_\_\_

Consultant's Number:

Facsimile Number:

E-mail:

REFERENCE PROJECT INFORMATION (To be Completed by the Project Owner)

Project Completed on Time and within Budget : Yes No Project Duration:

If "No," was the CEI Contract Compliance Specialist at fault or did it contribute to the delay(s) or increased cost? Yes No

Quality of Services Provided: Above Expectations\* Average Below Expectations

(\* "Above Expectations" means there were fewer errors and omissions than anticipated.

Did the CEI Contract Compliance Specialist provide Project Inspection Services? Yes No Limited Scope

Did the CEI Contract Compliance Specialist provide Construction Management Services? Yes No Limited Scope

Was the CEI Contract Compliance Specialist responsive to the Project Owner? Yes No

Was the CEI Contract Compliance Specialist timely in its reviews and submittals? Yes No N/A

Reference Company Name:

Reference Contact Name:

Reference Title/Position:

Reference Contact Signature: \_\_\_\_\_

Reference Telephone Number:

Facsimile Number:

E-mail:

SPACE BELOW IS TO BE UTILIZED TO EXPAND ON THE SCOPE OF SERVICES PROVIDED FOR THIS PROJECT REFERENCE. PLEASE DESCRIBE YOUR FIRM'S INVOLVEMENT IN THE REFERENCE PROJECT. PROVIDE DETAILS TO SUPPORT WHETHER EACH TEAM MEMBER'S PARTICULAR EXPERTISE RELEVANT TO THE PROJECT WAS GAINED UNDER CURRENT EMPLOYMENT, OR AS A MEMBER OF ANOTHER FIRM (ADDITIONAL SHEETS OF PAPER MAY BE USED TO INCLUDE INFORMATION).



## SECTION 9

### 9.0 FDOT CERTIFICATIONS AND FORMS (Attached)

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- **FDOT Form #375-030-30 Truth in Negotiation Certification**
- **FDOT Form #375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
- **FDOT Form #375-030-33 Certification and Disclosure of Lobbying Activities on Federal Aid Projects**
- **FDOT Form #375-030-50 Conflict of Interest/Confidentiality Certification**
- **FDOT Form #375-040-84 – Local Agency Program Terms For Federal Aid Contracts**
- **FDOT Form #375-040-62 – Bid Opportunity List For Professional Consultant Services, and Commodities & Contractual Services**
- **FDOT Form #275-030-11 – DBE Bid Package Information**
- **FDOT Form #375-030-91 Vendor Eligibility Check Prior to Contract Award**
- **FDOT Form #375-030-34 DISCLOSURE OF LOBBYING ACTIVITIES**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**TRUTH IN NEGOTIATION CERTIFICATION**

375-030-30  
PROCUREMENT  
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

\_\_\_\_\_  
Name of Consultant

By: \_\_\_\_\_

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION-  
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. 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 this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: \_\_\_\_\_ Date: \_\_\_\_\_ Authorized Signature

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST / CONFIDENTIALITY CERTIFICATION FORM**

375-030-50  
PROCUREMENT  
09/16

**Choose which version of the Certification you need:**

TECHNICAL REVIEW COMMITTEE / TECHNICAL ADVISORS
SELECTION COMMITTEE
PUBLIC OFFICERS/EMPLOYEES
TECHNICAL REVIEW/AWARDS COMMITTEE FOR LOW BID PROJECTS
CONSULTANT/CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER
CONSULTANT/CONTRACTOR

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
TECHNICAL REVIEW COMMITTEE/DOT TECHNICAL ADVISORS**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

**Technical Review Committee Members:**

Printed Names	Signatures	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**SELECTION COMMITTEE**

375-030-50  
 PROCUREMENT  
 OGC - 09/16

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

**Selection Committee Members:**

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

Printed Names

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

Signatures

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST CERTIFICATION**  
**SELECTION COMMITTEE**  
**Additional Page**

375-030-50  
PROCUREMENT  
OGC - 09/16

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

**Selection Committee Members:**

Printed Names

Signatures

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**PUBLIC OFFICERS/EMPLOYEES**

375-030-50  
 PROCUREMENT  
 OGC - 09/16

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.  
*(continued on next page)*

Printed Names	Signatures	Date





STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**  
**TECHNICAL REVIEW/ AWARDS COMMITTEE**  
**LOW BID PROJECTS**

375-030-50  
PROCUREMENT  
OGC - 09/16

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

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

Contract Number(s): \_\_\_\_\_

[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

**Technical Review/Awards Committee Members:**

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST CERTIFICATION**  
**TECHNICAL REVIEW/ AWARDS COMMITTEE**  
**LOW BID PROJECTS**  
**Additional Page**

375-030-50  
PROCUREMENT  
OGC - 09/16

Contract No(s): \_\_\_\_\_  
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Printed Names

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
 FOR CONSULTANT/CONTRACTOR  
 SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**

375-030-50  
 PROCUREMENT  
 OGC - 09/16

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

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Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
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[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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**CONFLICT OF INTEREST/CONFIDENTIALITY  
CERTIFICATION FOR CONSULTANT/CONTRACTOR  
SERVING IN THE ROLE OF PROJECT MANAGER  
FOR FDOT  
Additional Page**

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
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### CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
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[Click here for additional page for typing Names, Project Description and Financial Project Numbers](#)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONFLICT OF INTEREST/CONFIDENTIALITY  
CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**  
Additional Page

375-030-50  
PROCUREMENT  
OGC - 09/16

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

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LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS

**TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):**

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
  - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

375-040-84  
PROGRAM MANAGEMENT  
12/17  
Page 2 of 3

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.
1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to



**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS  
For PROFESSIONAL SERVICES CONTRACTS**

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

- S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT  
SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES**

375-040-62  
PROCUREMENT  
04/07

Prime Contractor/Prime Consultant: \_\_\_\_\_

Address/Phone Number: \_\_\_\_\_

Procurement Number/Advertisement Number: \_\_\_\_\_

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE  
7.  Subcontractor  
 Subconsultant

8. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE  
7.  Subcontractor  
 Subconsultant

8. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE  
7.  Subcontractor  
 Subconsultant

8. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

1. Federal Tax ID Number: \_\_\_\_\_  
2. Firm Name: \_\_\_\_\_  
3. Phone: \_\_\_\_\_  
4. Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
5. Year Firm Established: \_\_\_\_\_

6.  DBE  
 Non-DBE  
7.  Subcontractor  
 Subconsultant

8. Annual Gross Receipts  
 Less than \$1 million  
 Between \$1 - \$5 million  
 Between \$5 - \$10 million  
 Between \$10 - \$15 million  
 More than \$15 million

**AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:**

**BID SHEET (Invitation to Bid – ITB)  
LETTERS OF RESPONSE (LOR)  
PRICE PROPOSAL (Request for Proposal – RFP)  
REPLY (Invitation to Negotiate – ITN)**

### **DBE Utilization**

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: [www.dot.state.fl.us/proceduraldocuments/](http://www.dot.state.fl.us/proceduraldocuments/) .

### **DBE Reporting**

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

### **Bid Opportunity List**

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f> .

### **DBE/AA Plans**

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "\_\_\_\_" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

Project Description(s): \_\_\_\_\_

Financial Project Number(s): \_\_\_\_\_

In accordance with State law:

Section 287.133(2)(b), Florida Statutes, provides that public entities may not contract with firms that have been excluded from participating in the public contracting process.

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Convicted Vendor List/ Suspended Vendor List / Discriminatory Vendor List / Federal Excluded Parties List/ Vendor Complaint Lists are available at the following Department of Management Services site:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**Vendor Eligibility Check Prior to Contract Award**

375-030-91  
PROCUREMENT  
06/18

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

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

\_\_\_\_\_  
Signature

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**DISCLOSURE OF LOBBYING ACTIVITIES**

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?  
 YES  NO   
 If *no*, then please complete section 4  
 below for "Prime"

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing b. material change <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : _____ _____ _____ Congressional District, <i>if known</i> : 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ _____ Congressional District, <i>if known</i> : _____	
<b>6. Federal Department/Agency:</b> _____ _____	<b>7. Federal Program Name/Description:</b> _____ _____ _____ CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.



# **EXHIBIT 1**

## **PROFESSIONAL SERVICES AGREEMENT**

**Construction Engineering and Inspection Services for Overtown Greenway at  
NW 11<sup>th</sup> Street (from NW 7<sup>th</sup> Ave to NW 12<sup>th</sup> Ave) - Project B-173648  
(RFQ No. 17-18-049)**