



Issue Date: January 6, 2015

Mandatory Pre-Proposal Meeting:
January 21, 2015 @ 10:00 a.m.
at City Hall
200 E University Avenue
Basement Room 16
Gainesville, Florida

Bid Due Date: February 2, 2015 @ 3:00 p.m. local time

REQUEST FOR QUALIFICATIONS

RFQ NO. PWDA-150033-DS

**211365-6-28-01,02,03: SW 62ND BLVD 4-LANE ARTERIAL
CONNECTOR**

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City of Gainesville
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CITY OF GAINESVILLE
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
211365-6-28-01,02,03: SW 62ND BLVD 4-LANE ARTERIAL CONNECTOR

RFQ #PWDA-150033-DS

February 2, 2015 (Due Date)

SECTION I – OVERVIEW AND PROCEDURES

A. INTRODUCTION/BACKGROUND

The City of Gainesville (City) is requesting the submission of Statements of Qualifications (RFQs) from professional engineering consultants to revise the Preliminary Engineering Report and Environmental Assessment and obtain a Finding of No Significant Impact (FONSI) from the Federal Highway Administration for the locally preferred alignment for SW 62nd Blvd furthering the Project Development and Environmental Study (PD&E) prepared by HNTB and dated March 2010 (see Appendix A). The locally preferred alignment (comprised of alternatives A2 and 4B3 is shown in section 1.1 of the aforesaid PD&E) was selected by the Metropolitan Transportation Planning Organization after evaluation and screening of several potential alternatives and extensive public participation process. A total of ten (10) alternative alignments were evaluated including a no-build alternative, resulting in five (5) viable corridors that were further analyzed culminating with the selection of the locally preferred alternative. The locally preferred alternative is a four-lane divided arterial with accommodations for bicycles, pedestrians and future bus rapid transit. The locally preferred alternative widens SW 62nd Blvd/ SW 52nd Blvd from SR26/Newberry Rd to its current terminus south of SW 20th Ave and constructs a new roadway south of SW 20th Ave to connect to SR24/Archer Rd. The project also includes the extension of SW 24th Ave and SW 40th Blvd enhancing connectivity in the area. A portion of the preferred alignment from SR24/Archer Rd to SW 43rd St is funded for construction in association with private land development (see Appendix B) and does not need to be analyzed for impacts but shall be included in the Preliminary Engineering Report and the Environmental Assessment for reference.

The locally preferred alternative is included in the 2035 Long Range Transportation Plan, Cost Feasible Plan. Work is currently underway on the 2040 plan update. The locally preferred alternative has been reviewed through the Florida Department of Transportation Efficient Transportation Decision Making (ETDM) process. The findings from the reviewing agencies are provided in Appendix C.

Upon the issuance of the EA/FONSI the City may elect to extend the contract with the consultant to include the design and preparation of construction plans and documents for implementation of the locally preferred alternative.

B. REQUEST FOR TIME TABLE

The anticipated schedule for the RFQ is as follows:

RFQ available for distribution	January 6, 2015
Mandatory pre-proposal meeting	January 21, 2015
Deadline for receipt of proposals	February 2, 2015 (3:00 p.m. local time)
Evaluation/Selection process	Week of February 2, 2015
Oral presentations, if conducted	Week of February 16, 2015
Projected award by City Commission	March 2015

C. SCOPE AND REQUESTED SERVICES

The firm(s) selected should be able to provide expertise in the following areas as initially defined on the Federal Standard Form 330, profile code numbers (Appendix D):

08 CADD Technician, 12 Civil Engineer, 15 Construction Inspector, 18 Cost Engineer/Estimator, 21 Electrical Engineer, 23 Environmental Engineer, 27 Foundation/Geotechnical Engineer, 32 Hydraulic Engineer, 38, Land Surveyor, 39 Landscape Architect, 48 Project Manager, 53 Scheduler, 56 Specifications Writer, 60 Transportation Engineer, 62 Water Resources Engineer.

Specifically, the Consultant will be tasked with assessing the existing conditions (Appendix E), updating the existing PD&E, submitting to various groups for comment, evaluating and implementing comments as appropriate, finalizing the PD&E, and obtaining approval from the City, MTPO, FDOT, and the FHWA. Upon the completion of these tasks and pending funding, the consultant may be tasked with developing designs for interim safety and operational improvements needed to the existing asphalt and base for the existing corridor, and developing a preliminary plans submittal for the ultimate solution. The consultant may also be tasked with refining the preliminary plans submittal to create final construction plans.

This exhibit forms an integral part of the agreement between the City of Gainesville (CITY) and the selected qualifier (CONSULTANT) relative to the transportation facility previously described.

1. GENERAL REQUIREMENTS

- 1.1. The Consultant selected will provide the following services, including but not limited to:
 - 1.1.1. *Update to the Draft Project Development and Environmental (PD&E)*
- 1.2. The Consultant selected may be asked to provide the following services including but not limited to:
 - 1.2.1. *Development of Right of Way Maps*
 - 1.2.2. *Development of Construction Plans.*
- 1.3. The final scope of services will be developed with the successful Consultant based on funding requirements and discussion and agreement with the City. The funding is a combination of sources. The CONSULTANT must become thoroughly familiar with the sources of funding and the requirements associated with each source. The final scope will be compatible with the funding and the funding agency requirements.
- 1.4. Right-of-Way acquisition will be the responsibility of the Florida Department of Transportation (FDOT). The CONSULTANT must conform to FDOT requirements and will coordinate with the FDOT and the City to provide the product they require for right-of-way acquisition.
- 1.5. The PD&E must be completed and approved by the FHWA no later than June 30, 2016.
 - 1.5.1. *The consultant will be required to submit a critical path method schedule that describes tasks, durations, dependencies, and milestones detailing how the deadline will be met.*
 - 1.5.2. *The consultant will be required to submit monthly updates to the schedule revising tasks, durations, dependencies, and milestones accordingly.*

2. PURPOSE

- 2.1. The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and the CITY in connection with the draft scope of services described herein.
- 2.2. The study process shall follow the FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) publication titled "Project Development and Environment Manual", published 9/05/2006 and all subsequent revisions. Throughout this Scope of Services portion of this CONSULTANT Contract, the publication will be referred to as the "PD&E Manual". All tasks identified in this scope of work will be done in accordance with the FDOT's PD&E Manual, unless otherwise stated. The PD&E Manual incorporates all the requirements of the National Environmental Policy Act (NEPA); Federal law and executive orders; applicable Federal regulations included in the Federal Highway Administration Federal-Aid Policy Guide; and applicable State laws and regulations including Chapter 339. 155 of the Florida Statutes. The project documentation prepared by the CONSULTANT in accordance with the PD&E Manual shall therefore be in compliance with all applicable State and Federal laws, executive orders, and regulations.
- 2.3. The CONSULTANT shall perform those engineering services required to update the environmental effects and mitigation associated with the locally preferred alternative as required by the FHWA and/or the Project Development and Environment (PD&E) Manual, along with the required environmental documents, engineering reports, preliminary plans, and public meetings. It is anticipated that one public hearing will satisfy public involvement requirements.
- 2.4. Section C Scope and Requested Services will establish which items of work described in the PD&E Manual are specifically included in this contract and also which of the items of work will be the responsibility of the CONSULTANT or the CITY.
- 2.5. The CITY will provide contract administration and provide management services and reviews of all work associated with the development and preparation of the engineering/environmental study reports for the transportation facility.

3. STUDY OBJECTIVES

- 3.1. The CONSULTANT shall review the documentation for the locally preferred alternative; evaluate and address any outstanding items or change in conditions since the original evaluation as well as any new items that may arise associated with the locally preferred alternative; revise the PD&E document as needed for acceptance and issuance of a finding of no significant impact.
- 3.2. Update the southern terminus of the locally preferred alternative to reflect construction by a third party. (See Appendix C).
- 3.3. Revisions may be needed to address changes in environmental conditions that occurred since the initial evaluation documented in the 2010 study.
- 3.4. Revisions may be needed to address regulatory changes since the draft was completed.

4. STUDY REQUIREMENTS AND PROVISIONS FOR WORK

- 4.1. Governing Regulations:
 - 4.1.1. *The services performed by the CONSULTANT shall be in compliance with all applicable FDOT Manuals and Guidelines and the City of Gainesville Engineering Design and Construction Manual (EDCM). The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of the work. It is understood all AASHTO criteria shall apply as incipient policy. Use the FDOT website link to access most current information on policy, procedures and manuals.*
 - 4.1.2. *Florida Statutes*
 - 4.1.3. *Florida Administrative Codes*
 - 4.1.4. *Applicable Federal regulations and technical advisories.*
 - 4.1.5. *Project Development and Environment Manual*
 - 4.1.6. *Plans Preparation Manual*
 - 4.1.7. *Roadway Traffic and Design Standards*
 - 4.1.8. *Highway Capacity Manual*
 - 4.1.9. *Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways*
 - 4.1.10. *Bicycle Facilities Planning and Design Manual*
 - 4.1.11. *Right-of-Way Mapping Handbook*
 - 4.1.12. *Location Survey Manual*
 - 4.1.13. *EFB User Guide*
 - 4.1.14. *Drainage Manual*
 - 4.1.15. *Outline Specifications- Aerial Surveys/Photogrammetry*
 - 4.1.16. *Soils and Foundations Manual*
 - 4.1.17. *Structures Design Guidelines*
 - 4.1.18. *CADD Manual (No. 625-050-001)*
 - 4.1.19. *CADD Production Criteria Handbook*
 - 4.1.20. *Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-U000U5)*
 - 4.1.21. *Equivalent Single Axle Load Guidelines (No. 525,030-121)*
 - 4.1.22. *Design Traffic Procedure (No. 525-030-120)*
 - 4.1.23. *K-Factor Estimation Process*
 - 4.1.24. *Project Traffic Forecasting Guidelines*
 - 4.1.25. *Florida Highway Landscape Guide*
 - 4.1.26. *Basis of Estimates Manual*
 - 4.1.27. *Gainesville Metropolitan Transportation Planning Organization (MTPO) Design Manual*
 - 4.1.28. *City of Gainesville Engineering Design and Construction Manual*
 - 4.1.29. *Gainesville MTPO Year 2025 Livable Community Reinvestment Plan*
 - 4.1.30. *SW 20th Avenue Charrette Projects*
 - 4.1.31. *SW 20th Avenue Urban Village Plan*
 - 4.1.32. *MTPO LOS Report*

5. LIAISON OFFICE

- 5.1. The CITY will designate a Project Manager who shall be the representative of the CITY for the Project. While it is expected the CONSULTANT shall seek and receive advice from various State, regional, and local agencies, the final direction on all matters of this Project remain with the Project Manager.

6. KEY PERSONNEL

6.1. The CONSULTANTS work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CITY.

7. MEETINGS & PRESENTATIONS

7.1. The CONSULTANT shall attend a Notice to Proceed Meeting with CITY representatives, where project information will be provided by the CITY, along with procedures for administering the contract. The CONSULTANT shall also be available with no more than a five (5) workday notice to attend meetings or make presentations at the request of the CITY. Such meetings and presentations may be held at any hour between 6:00 A.M. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, press releases, advertisements, audiovisual displays and similar material for such meetings.

8. QUALITY CONTROL

8.1. The CONSULTANT shall be responsible for insuring that all work products conform to CITY standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who are not directly responsible for performing the initial work.

8.2. Prior to submittal of the first invoice, the CONSULTANT shall submit to the CITY'S Project Manager for approval the proposed method or process of providing Quality Control for all work products.

8.3. The Quality Control Plan shall identify the products to be reviewed, the personnel who perform the reviews, and the method of documentation.

9. CORRESPONDENCE

9.1. Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CITY for their records within one (1) week of the receipt of said correspondence.

10. SUBMITTALS

10.1. The CONSULTANT shall provide copies of the required documents as listed below. These are the anticipated printing requirements for the project. This tabulation will be used for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal. Only the appropriate documents, with the required number of copies (draft and final) should be listed for each project.

10.2. Items:

10.2.1. Three bound copies of the 60% Updated Draft Corridor Report.

10.2.2. Three bound copies of the 100% Updated Draft Corridor Report.

10.2.3. Three Signed and Sealed Copies of the Final PD&E.

11. COMPUTER AUTOMATION

11.1. The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT will submit final documents and files as described therein. Additional related information is found in the FDOT Plans Preparation Manual. All computer disks shall be scanned for viruses prior to submitting to the CITY. Failure to scan for viruses may result in a lower Consultant work performance evaluation.

12. COORDINATION WITH OTHER CONSULTANTS AND ENTITIES

12.1. The CONSULTANT is to coordinate their work with any ongoing and/or planned projects that may affect this study. The CONSULTANT is to coordinate with local governmental entities to ensure design and right of way requirements for the project are compatible with local public works improvements and right of way activities.

13. OPTIONAL SERVICES

13.1. At the CITY'S option, the CONSULTANT may be requested to provide expert witness services. The fee for these services shall be negotiated in accordance with the terms detailed in exhibit h, method of compensation for a fair competitive and reasonable cost, considering the scope and complexity of the

project(s). A supplemental agreement adding the additional services shall be executed in accordance with paragraph 2.00 of the standard consultant agreement.

14. PUBLIC INVOLVEMENT

- 14.1. Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11 and Part 2, Chapter 9 of the PD&E Manual and the following sections. It is anticipated that one public hearing will satisfy public involvement requirements.
- 14.2. The CONSULTANT shall provide all support necessary for the CITY to hold or participate in the one anticipated public hearing and public meetings if necessary.
- 14.3. The CONSULTANT shall prepare and/or provide:
 - 14.3.1. *Scripts or agenda for presentation.*
 - 14.3.2. *Handouts*
 - 14.3.3. *Presentation graphics*
 - 14.3.4. *Meeting equipment set-up and tear-down*
 - 14.3.5. *Legal and/or display advertisements. (The CITY will pay the cost of publishing.)*
 - 14.3.6. *Letters for notification of elected and appointed officials, property owners and other interested parties. (The CITY will pay the cost of first class postage.)*
 - 14.3.7. *News releases, for use three to five days prior to meeting*
 - 14.3.8. *Summary notes of meetings.*
 - 14.3.9. *Briefing and debriefing of CITY staff.*

15. OTHER MEETINGS

- 15.1. In addition to public meetings the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies. It is estimated for this project there will be ten (10) meetings.

16. SPECIAL PUBLIC INVOLVEMENT REQUIREMENTS

- 16.1. The CITY shall create a project website to provide updateable information to interested parties concerning the project during the corridor study. The CONSULTANT will be responsible for providing and updating all site content. The site will be easily transferable to subsequent phases, i.e. PDE design, and construction. The site should provide at a minimum the following:
 - 16.1.1. *Home page with study area map and project overview*
 - 16.1.2. *Estimated project schedule and/or timeline.*
 - 16.1.3. *Public Involvement page including information on upcoming meetings, information from past meetings, and ability to display photographs from such meetings.*
 - 16.1.4. *Ability to display schematics of the proposed corridors and/or designs.*
 - 16.1.5. *Updateable links section providing links to other CITY project websites including but not limited to the CITY's work program information site and the CITY'S home page.*
 - 16.1.6. *Updateable "Meet the Team" page with name, address, phone, and e-mail of team members.*
 - 16.1.7. *Hit counter to monitor traffic generated on the site.*
 - 16.1.8. *Feedback page to be e-mailed to appropriate CITY or designated representative for response.*
 - 16.1.9. *Automatic e-mail notification of upcoming meetings and significant project developments. This includes sign-up page for potential e-mail recipients.*

17. CORRESPONDENCE

- 17.1. The CONSULTANT shall prepare responses for all correspondence as requested by the CITY. Responses shall be provided to the CITY within two (2) workdays following the request.

18. DATA COLLECTION

- 18.1. The CONSULTANT shall assess the locally preferred alternative. This task is largely of a data gathering nature. This activity consists of collecting various information and materials relative to the performance of engineering analysis within the study area. The information should include all data necessary to perform adequate evaluation of the location and design of a transportation facility.

19. FIELD REVIEW

- 19.1. The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

- 20. AERIAL PHOTOGRAPHY**
- 20.1. Aerial Photography shall be used as a basis for plotting various data necessary for the locally preferred alternative. Copies of aerial photography are the prime source of information used to convey project considerations to the public at public meetings.
- 20.2. The CONSULTANT will furnish the necessary aerial photography to be used in the study. All aerial photography shall be delivered to the CITY through FTP file transfer or email depending on the size of the file.
- 21. UTILITIES**
- 21.1. Update as needed for the locally preferred alternative in accordance with the PD&E Manual.
- 22. BASE MAP**
- 22.1. The CONSULTANT shall update the CADD database to reflect existing characteristics. CADD data base information shall be compatible for use on aerial photography.
- 23. TRAFFIC**
- 23.1. The consultant shall obtain from the CITY and become familiar with all models developed for this project during the Planning phase of the project.
- 24. DESIGN ANALYSIS**
- 24.1. Utilizing the existing data as well as data collected as part of this scope of work, the CONSULTANT shall confirm and perform additional engineering analysis as necessary to update the corridor study process for the locally preferred alternative. The task of engineering analysis will be ongoing throughout the duration of the project and will be performed with consideration to the results of the environmental impacts analysis and public involvement.
- 25. TYPICAL SECTION ANALYSIS**
- 25.1. The CONSULTANT shall confirm and update all appropriate typical sections for the project. These will include the approved typical sections, and any typical sections that may result in minimizing right of way, or those proposed in light of the FDOT's policy on Transportation Design for Livable Communities and the City of Gainesville Engineering and Design Manual.
- 26. TRAFFIC VOLUMES**
- 26.1. The CONSULTANT is responsible for confirming and updating the traffic projections and factors for use to establish the basic design requirements for roadway typical sections. The CONSULTANT will develop Average Daily Traffic (ADT) and Design Hour Volume (DHV) for the present year, five years, ten years and twenty years from the date of the study. The CONSULTANT shall update the traffic data for the locally preferred alternative. Traffic volumes shall be updated for all major roads and roadway segments in the study area. Truck volumes shall be split between medium and heavy trucks.
- 27. TRAFFIC ANALYSIS**
- 27.1. The consultant shall use the latest edition of the FDOT's "Quality of Service Manual", "Highway Capacity Manual" and the MTPo LOS Report to determine the LOS and volume to capacity (v/c) ratio of all existing major roads and proposed roads intersections, and interchanges in the study area. The LOS and v/c ratios shall be computed for the present year, five years, ten years and twenty years from the date of the study.
- 28. CONSTRUCTION COST ESTIMATES**
- 28.1. The CONSULTANT shall develop construction cost estimates for the locally preferred alternative and minor variations of the preferred alternative. The cost estimates are to be developed using the FDOT's Long Range Estimating (LRE) program and typical unit costs provided by the City of Gainesville.
- 29. RIGHT-OF-WAY COST AND RELOCATION ESTIMATE**
- 29.1. The FDOT will provide the CONSULTANT right-of-way estimates for the locally preferred alternative. The CONSULTANT shall submit aerial maps showing the preferred alternative to the CITY three months prior to needing the estimate.

30. MULTI-MODAL ACCOMMODATIONS

- 30.1. The Consultant will coordinate with transit and local government officials to determine if changes are needed to the multimodal accommodations developed as part of the draft PD&E dated March 2010.

31. ENVIRONMENTAL ANALYSIS AND REPORTS

- 31.1. The CONSULTANT shall coordinate and perform the appropriate level of environmental analysis for the locally preferred alternative as outlined in the PD&E Manual and the following section to update the existing Environmental Analysis and Report of the draft PD&E. The CONSULTANT shall utilize the Florida Geographic Data Library (FGDL), or other appropriate database that includes all existing features. This data base information shall be compatible for use on base maps used for public hearing presentations, corridor maps, and alternative plans. The FDOT will coordinate with the State Historic Preservation Office with the CONSULTANTS assistance.
- 31.2. Each alternative's environmental analysis should evaluate the following concerns:
 - 31.2.1. *Land Use Changes*
 - 31.2.2. *Community cohesion*
 - 31.2.3. *Community Services*
 - 31.2.4. *Social and Economic Impacts*
 - 31.2.5. *Relocation Potential*
 - 31.2.6. *Archaeological and Historical Sites*
 - 31.2.7. *Section 4(F)*
 - 31.2.8. *Visual Impacts and Aesthetics*
 - 31.2.9. *Utilities and Railroads*
 - 31.2.10. *Wetlands*
 - 31.2.11. *Water Quality*
 - 31.2.12. *Outstanding Florida Waters, Wild and Scenic Rivers, and Aquatic Preserves*
 - 31.2.13. *Floodplains*
 - 31.2.14. *Wildlife And Habitat*
 - 31.2.15. *Identify Permit Conditions*
 - 31.2.16. *Noise*
 - 31.2.17. *Air Quality*
 - 31.2.18. *Construction Impact Analysis*
 - 31.2.19. *Contamination*

32. CONFIRMATION & VALUE ENGINEERING OF THE PREFERRED ALTERNATIVES

- 32.1. The CONSULTANT shall review the locally preferred alternative to determine if it is still viable, perform a Value Engineering Review, and recommend any alterations deemed appropriate for the CITY's consideration and approval.

33. MISCELLANEOUS SERVICES

- 33.1. Reserved for future use.

34. CONTRACT AND PROJECT FILES

- 34.1. Includes complete setup and maintenance, developing monthly progress reports, invoicing, schedule updates, work effort to develop and execute sub-consultant agreements etc. Progress reports shall be delivered to the CITY in a format as prescribed by the CITY and no less than 10 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the Project Manager by comparing the reported percent complete against actual work accomplished.
- 34.2. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines accompanied by an anticipated payout curve. Said schedule and anticipated payout curve shall be prepared in a format prescribed by the CITY.

35. PROJECT MANAGEMENT MEETINGS AND COORDINATION

- 35.1. The CONSULTANT shall meet with the CITY as needed throughout the life of the project. It is anticipated that twenty (20) meetings will be needed. These meetings will include progress and miscellaneous review and other coordination activities with the CITY.

36. METHOD OF COMPENSATION

36.1. Payment for the work accomplished will be in accordance with standard CITY payment policies as outlined in the executed contract. Invoices shall be submitted to the CITY, in a format prescribed by the CITY. The CITY's Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to insure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the CITY. Payments will not be made that exceed the percentage of work identified in the approved payout curve and schedule.

37. SERVICES TO BE PERFORMED BY THE CITY

37.1. The CITY will provide those services and materials as set forth below:

37.1.1. *Project data currently on file.*

37.1.2. *All future information that is in possession or may come to the CITY pertaining to development plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right-of-way.*

37.1.3. *All existing modeling available on the project will be provided by the CITY.*

D. CONSULTANT QUALIFICATIONS

A. Consultant's and/or subconsultant's firm shall demonstrate that it has experience in the following, including all Federal procedural requirements; water management permitting and any State permitting that may be required:

- E09 Environmental Impact Studies, Assessments or Statements
- H07 Highways; Streets; Airfield Paving; Parking Lots
- I06 Irrigation; Drainage
- L02 Land Surveying
- L03 Landscape Architecture
- L06 Lighting (Exteriors, Streets, Memorials, Athletic Fields, etc.)
- R03 Railroad; Rapid Transit
- S13 Stormwater Handling & Facilities
- T03 Traffic & Transportation Engineering
- T04 Topographic Surveying and Mapping

B. The firm shall have at least 5 years experience in these fields.

C. Consultant's firm shall demonstrate personnel and equipment support necessary for the completion of the requested surveying and engineering services in a timely and efficient manner.

D. Consultant shall provide proof of insurance in a form acceptable to the City, which gives the City 30 days written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage, in the amounts as noted below:

Worker's Compensation Insurance providing coverage in compliance with Chapter 440, Florida Statutes.

Professional Liability Insurance in the amount of \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

Public Liability Insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage \$1,000,000 per occurrence (combined single limit for bodily injury and property damage).

The City shall be an additional insured on such Public Liability Insurance and the Contractor shall provide copies of endorsements naming the City as additional insured.

Automobile Liability Insurance

Property Damage \$500,000 per occurrence (combined single limit for bodily injury and property damage).

The Contractor shall furnish the City a certificate of insurance in a form acceptable to the City for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the City will be given thirty

(30) days' written notice (except the City will accept ten (10) days written notice for non-payment) prior to cancellation or material change in coverage

- E. Consultant's firm shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- F. By submitting the Statement of Qualifications, the consultant's firm certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.

E. MANDATORY PRE PROPOSAL

A mandatory pre-proposal conference has been scheduled for Wednesday 10:00 a.m., on January 21, 2015 at City Hall, 200 E University Avenue, Basement Room 16, Gainesville, Florida. At that time, prospective proposers or their representatives may discuss any questions pertaining to the project. Failure to attend this mandatory pre-proposal conference will disqualify proposers.

F. CONTACT BETWEEN SUBMITTER AND CITY

The contact person for this RFQ is Daphyne Sesco, Purchasing Division, City of Gainesville, 200 East University Avenue, Gainesville, FL 32627, email address sescoda@cityofgainesville.org, Telephone No.: (352) 334-5021, Fax No.: (352) 334-3163. Explanations desired by the submitter(s) regarding the meaning or interpretation of this RFQ must be obtained from the contact person, in writing, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent of the City evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Gainesville purchasing division and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

G. ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing no later than seven (7) calendar days prior to the Qualification Due Date for the Statements of Qualifications. The request must contain the submitter's name, address, phone number, and facsimile number. Electronic facsimile will be accepted at (352) 334-3163.

Facsimiles must have a cover sheet, which includes, at a minimum, the submitter's name, address, number of pages transmitted, phone number, and facsimile number.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Qualification Due Date. Submitters should not rely on any representations, statements or explanations other than those made in the RFQ or in any addendum to this RFQ. Where there appears to be a conflict between the RFQ and any addenda issued, the last addendum issued will prevail.

It is the submitter's responsibility to be sure all addenda were received. The submitter should verify with the designated contact person prior to submitting a Statement of Qualifications that all addenda have been received. Submitters are required to acknowledge the number of addenda received as part of their submission of qualifications.

H. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Statements of Qualifications received after the qualification due date and time are late and will not be considered. Modifications received after the qualification due date are also late and will not be considered. Letters of withdrawals received after the qualification due date or after contract award, whichever if applicable, are late and will not be considered.

I. CITY OFFICE FOR SUBMISSION OF QUALIFICATION

One original and four copies (total of 5) of the Statements of Qualifications should be delivered to the Purchasing Division, Room 339, City Hall, 200 East University Avenue, Gainesville, FL 32601, by 3:00 p.m. (local time), February 2, 2015. In addition, proposer must provide one (1) electronic copy of their submittal in PDF format on a CD.

The statement of qualifications shall be clearly labeled:

Statement of Qualifications for SW 62nd Blvd – Project Development and Engineering

The City will receive sealed Statements of Qualifications until 3:00 p.m. (local time) on February 2, 2015. Any Statement of Qualifications received after this time, as determined at the bid opening location of 200 East University Avenue, Room 339, Gainesville, FL 32601, will not be considered and will be returned unopened.

J. CITY SELECTION PROCEDURES

The firm or firms will be selected from qualified firms submitting statements as further described in Section R, “Statement of Qualifications Format” of this RFQ. A copy of the consultant’s current Florida Professional Registration Certificate must be provided. If the consultant is a corporation, it must be chartered to conduct business in Florida.

Evaluation and selection of the consulting firm will be in accordance with the requirements of the Consultants’ Competitive Negotiations Act (CCNA) and the City’s RFQ Policy as stated herein. A brief description of this process follows:

The City shall first evaluate Statements of Qualifications and performance data that are on file together with that submitted by firms regarding the proposed scope of work.

Upon review and evaluation the City will select no less than three (3) firms for further discussion or presentations based on ranking. The firms shall then further detail their qualifications, approach to the project and ability to furnish the required services during the presentation. Firms selected for further presentations must provide one (1) electronic copy of materials presented in PDF format on a CD.

The City shall then select and rank no less than three (3) firms in order of preference who are deemed to be the most highly qualified to perform the required services, in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The City Commission will then be requested to approve the ranking and authorize contract negotiation and execution as per CCNA.

The City will negotiate a contract with the top ranked firm or firms for professional services. Should the City be unable to negotiate a satisfactory contract, negotiations will be terminated and negotiations will be initiated with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall select additional firms from those whose Statements of Qualifications are on file in order of their competence.

K. CITY RESPONSIBILITY

The City will be responsible to the selected consultant(s) for the following tasks:

- Definition of scope of work for specific projects.
- Monitoring consultant’s progress for contract compliance.
- Provide information concerning project which is available in City files.

- Inform the Consultant of any known City design parameters or requirements.

L. CONDITIONS ESTABLISHED BY THE CITY OF GAINESVILLE

- A. Late submittals: Any responses submitted after the due date specified in the RFQ will not be considered and will be returned unopened.
- B. Rejection of submittal: The City of Gainesville reserves the right to reject any and all submittals received in response to the RFQ and to waive any minor technicalities or irregularities as determined to be in the best interest of the City. The City of Gainesville reserves the right to award the contract in the best interest of the City.

All materials submitted in response to the RFQ become the property of the City of Gainesville and will be returned only at the option of the City.

M. SUBMITTER'S COST TO DEVELOP SUBMITTAL

Costs for developing submittals in response to this RFQ are entirely the obligation of the submitter and shall not be chargeable in any manner to the City of Gainesville.

N. RULES; REGULATIONS; LICENSING REQUIREMENT

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.

O. USE OF RFQ REPLY IDEAS

The City has the right to use any or all information presented in any response to the RFQ, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

P. NOTICE OF INTENT NOT TO SUBMIT A STATEMENT OF QUALIFICATIONS

In the event that your organization decides not to submit a Statement of Qualifications, the City of Gainesville would appreciate your advising the Purchasing Manager of your decision and reason for not submitting a Statement of Qualifications by completing the enclosed standard City survey form.

Q. DISCRIMINATION PROHIBITION

No person shall, on the grounds of race, sex, age, handicap, creed, color, national origin, sexual orientation or gender identity, be refused the benefits of, or be otherwise subjected to, discrimination under any activities resulting from this RFQ.

R. STATEMENT OF QUALIFICATIONS FORMAT

The Statement of Qualifications must be submitted in the following format:

- A. Project Understanding and Approach: Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals.
- B. Proposed Project Staff: Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team of engineers and surveyors. Complete the enclosed standard form (SF) 330 including information on each team member for the project.
- C. Qualifications of Firm: Use the enclosed form, Standard Form (SF) 330, to provide pertinent information about the firm and related experience with similar projects. In addition, the firm should identify its total number of technical and

professional personnel by discipline and training and further describe the total workload during the project period. Indicate what resources (professional and technical time) the firm would have available to allocate to the project.

S. PROPRIETARY INFORMATION

Responses to this Request for Qualifications, upon receipt by the CITY, become public records subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. If you believe that any portion of your response is confidential and exempt, you must:

- A. Separate the confidential/exempt information, placing it in a separate folder or envelope
- B. Mark the folder or envelope with the Bid Number
- C. Write "CONFIDENTIAL AND EXEMPT FROM PUBLIC RECORDS" prominently on the exterior of the folder or envelope
- D. Write the specific statute number (including section and subsection) that you claim makes the information confidential and exempt
- E. Sign an Agreement that the Bidder will defend, indemnify, and hold the CITY harmless from and against any action claim or suit against the CITY for its refusal to release the information. Said indemnity provision shall include attorney's fees for both the original proceeding as well as appellate proceedings. Should the City retain its own counsel to defend itself in the proceedings, the Bidder shall indemnify the CITY for all attorney's fees and costs associated with the litigation.

ANY DOCUMENT SUBMITTED TO THE CITY THAT DOES NOT FOLLOW THE ABOVE STEPS WILL BE TREATED BY THE CITY AS A PUBLIC RECORD.

SECTION II – EVALUATION CRITERIA AND PROCEDURES

A. SELECTION CRITERIA

1.0 **SELECTION AND EVALUATION CRITERIA**

Proposals will be evaluated in accordance with the procedures described in the City's Professional Services Evaluation Handbook. The proposals will be evaluated in four stages: Technical Qualifications Evaluation, Written Proposal Evaluation and/or Presentation/Interview Evaluation, and Other Factors as deemed appropriate. The City shall consider the ability of the firm's professional personnel, willingness to meet time and budget requirements, workload, location, past performance, volume of previous work with the City, and location. The Evaluation process provides a structured means for consideration of all these areas.

1.1 **Technical Qualifications Evaluation**

The Technical Qualifications Evaluation will assess each responding firm's ability based on experience and qualifications of key team members, the firm's capability of meeting time and budget requirements, and the firm's record with regard to this type of work, particularly in the City of Gainesville or in the State of Florida. This stage does not involve review and evaluation of a proposal addressing the project scope of work. Consideration will be given to the firm's current workload, financial stability, and the location where the majority of the technical work will be produced. The City will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

1.2 **Written Proposal Evaluation**

The Written Proposal Evaluation will assess the firm's understanding of the project and the proposed approach to be undertaken as addressed in a written proposal. The evaluation process will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify a project manager and other key members of the project/service team. It should relate the capabilities of the project/service team to the requirements of the scope of services.

1.3 **Presentation/Interview Evaluation**

The Proposal Presentation/Interview Evaluation is based on an oral presentation that addresses both the technical qualifications of the firm and the approach to the project. Importance is given to the firm's understanding of the project scope of work, the placement of emphasis on various work tasks, and the response to questions. The evaluation process will assess the project manager's capability and understanding of the project and his/her ability to communicate ideas. The role of key members of the project/service team should be established based on the scope of services and the firm's approach to the project/service. The role of any subcontracted firm in the proposal should be clearly identified. Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project/service, particularly "why it is to be done" as well as "what is to be done." The City of Gainesville will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

1.4 **Other Factors**

The Other Factors to be considered, based upon the specific project (but not limited to), are those items, such as SBPP. Fee proposals, when requested and deemed appropriate, are also to be considered in the evaluation process, where the request for such fees is in accordance with the City's Purchasing Policies and Procedures.

1.5 **Numerical Ranking**

All bids will be evaluated based on the above criteria. After evaluation, the proposals will be ranked numerically based on the scores received.

SECTION III – GENERAL PROVISIONS

A. RIGHTS OF APPEAL

Participants in the RFQ solicitation may protest RFQ specifications or award in accordance with Section 41-580 of the City of Gainesville's Financial Procedures Manual.

B. INDEMNIFICATION

The Contractor shall agree to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, fines, fees, expenses, penalties, suits, proceedings, actions and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this contract.

C. TIE BIDS

Whenever two or more bids which are equal with respect to price, quality and service are received, preference shall be given to: Bidders submitting the attached Drug-Free Workplace form with their bid/proposal certifying they have a drug free workplace in accordance with Section 287.087, Florida Statutes.

D. DRUGFREE WORKPLACE

Preference shall be given to submitters providing a certification with their qualifications certifying they have a drug-free workplace whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes. The attached form should be filled out and returned with the qualifications in order to qualify for this preference.

E. PUBLIC ENTITY CRIMES

For your information Section 287.133 (2)(a), Florida Statutes, contains the following provisions: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

F. SOVEREIGN IMMUNITY

Nothing in the executed contract shall be interpreted that the City waives its sovereign immunity granted under Section 768.28, Florida Statutes.

G. APPLICABLE LAW

The contract and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

H. RECORDS/AUDIT

Contractor shall maintain records sufficient to document their completion of the scope of services established by this Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of five (5) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**I. INVESTIGATION OF ALLEGED WRONGDOINGS,
LITIGATION/SETTLEMENTS/FINES/PENALTIES**

The City Commission specifically requests that responders to this document indicate in writing any investigations of wrongdoings, litigation and/or settlements, and fines or penalties (anywhere in the U.S) involving the Contractor and specific Contractors listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

J. INDEPENDENT CONTRACTOR

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which CITY employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor in the full performance of the Contract Documents.

K. FLORIDA PUBLIC RECORDS ACT

Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement.

L. MULTI-YEAR CONTRACT

The obligations of the CITY as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential CITY services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the CITY shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the CITY pursuant to this Agreement.

Disadvantage Business Enterprise (DBE)

The FDOT and the City of Gainesville encourage all contractors to actively pursue obtaining bids and quotes from Certified DBE's. The FDOT's DBE Program Plan can be found at: www.dot.state.fl.us/equalopportunityoffice/.

The City adheres to the Florida Department of Transportation (FDOT) Disadvantaged Business Enterprise (DBE), Affirmative Action Program Plan and goal with respect to FDOT assisted projects. As such all subordinate Contracts awarded by the City must follow the provisions of this specification.

The City, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

It is the policy of the United States Department of Transportation (USDOT) that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of federally financed contracts or subcontracts. To accomplish this goal, all local agencies and their contractors must take steps to ensure that DBEs are encouraged to compete for construction contracts, procurement contracts, grants, services financial aid, or other benefits, and that DBEs have full access to these opportunities.

Because this project is partially funded with USDOT funding, the Local Agency is required to comply with the DBE Program Plan of the Florida Department of Transportation (FDOT). The goal established in the FDOT DBE Program Plan for the Federal Fiscal Year is to spend at least 9.91% of the highway dollars received from the Federal Government with Certified DBEs as prime contractors or as subcontractors. Race-neutral means that the FDOT will not be assigning individual goals on each project. Instead, FDOT believes that the 8.60% overall goal can be achieved through the normal competitive procurement process. Under 49 Code of Federal Regulations Part 26, if the goal is not achieved, FDOT may be required to return to a race-conscious program where goals are imposed on individual contracts. Therefore the FDOT encourages all contractors bidding on the project to actively pursue obtaining bids and quotes from Certified DBEs. The FDOT's DBE Program Plan can be found at: www.dot.state.fl.us/equalopportunityoffice/.

Required Contract and Subcontract DBE Assurance Language:

Per 49 CFR 26.13 (b) each Contract the Local Agency signs with a Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The City of Gainesville hereby notifies all bidders/proposers that it will affirmatively ensure opportunity to submit bids/proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate."

DBE Records and Reports:

Submit the following through the Equal Opportunity Compliance System (electronically):

1. Anticipated DBE Commitments – within 3 business days after the Pre-Design Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subconsultants.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following: (a) the procedures adopted to comply with these Specifications; (b) the number of subordinated Contracts on Local Agency projects awarded to DBEs; (c) the dollar value of the Contracts awarded to DBEs; (d) the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount; (e) a description of the general categories of Contracts awarded to DBEs; and (f) the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Local Agency and Department for review. All such records are required to be maintained for a period of five years following acceptance of final payment and have them available for inspection by the Local Agency, Department and the Federal Highway Administration.

Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. On the Anticipated DBE Participation Statement only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Submit a revised Anticipated DBE Participation Statement to reflect changes to the initial Anticipated DBE Participation Statement within 14 business days from the date of the change.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

(a) The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

(b) The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

(c) When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(d) When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

(e) The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function in the work of a contract may be counted toward the voluntary DBE goal.

(f) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

(g) To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(h) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

(i) If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

BID OPPORTUNITY LIST (FORM #275-030-10)

Federal regulations require 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 DBEs 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=%2fEqualOppor>

The Local Agency may also request this information from the firm awarded this project. The list must include all firms that bid on prime contracts or bid or quote subcontracts on City of Gainesville projects, including both DBEs and non-DBEs.

INSTRUCTIONS FOR REPORTING ACTUAL PAYMENTS

To comply with federal regulations, FDOT and the Local Agency are required to collect actual payments made to subcontractors and subconsultants in addition to the planned DBE participation.

The Contractor will report monthly, through the Equal Opportunity Compliance System on the Department's Website, actual payments made to DBEs for work performed with their own workforce and equipment in the area in which they are certified.

Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors.

Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") 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 contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor 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.

Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

Information and Reports: The Contractor shall 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 Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the Contract, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL REQUIREMENTS

The following terms apply to this Agreement which involves the expenditure federal funds:

- A. It is understood and agreed that all rights of the Florida Department of Transportation and the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, 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. 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.
- C. 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.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants, including procurements of material and leases of equipment. The Consultant will 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.
- E. 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.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will 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, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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 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.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the 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.
- H. Incorporation of Provisions: The Consultant will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant will 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 subcontractor or supplier as a result of such direction, the Consultant may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- I. 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.
- J. 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.
- K. 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.

The City of Gainesville hereby notifies all bidders/proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids/proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for an award. The Consultant 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 the termination of this contract or such other remedy as the recipient deems appropriate.

- L. 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.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department 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 Department. 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.
- N. The Department hereby certifies that neither the consultant nor the consultant's representative has been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to
 - (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 Department 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.

- O. 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 me or the above Consultant) 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 me or the above Consultant) 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 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.

E- Verify Language for all contracts

The Contractor 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. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone: _____ 4. Address: _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE 7. <input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant	8. Annual Gross Receipts <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Between \$1 - \$5 million <input type="checkbox"/> Between \$5 - \$10 million <input type="checkbox"/> Between \$10 - \$15 million <input type="checkbox"/> More than \$15 million
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**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)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PARTICIPATION STATEMENT

375-230-21
PROCUREMENT
1001

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: _____

Consultant Name: _____

This consultant () is () is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: _____
Title: _____
Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (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 an 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 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 Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 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.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

Date

DEBARRED AND SUSPENDED BIDDERS:

Breach of Contract

1. Scope.

This policy prescribes policies and procedures relating to:

- (a) the debarment of bidders for cause;
- (b) the suspension of bidders for cause under prescribed conditions;
and,
- (c) the rejection of bids, revocation of acceptance and termination of contracts for cause.

It is directly applicable to the advertised and negotiated purchases and contracts, for equipment and services of the City.

2. General.

Debarment and suspension are measures which may be invoked by the City either to exclude or to disqualify bidders and contractors from participation in City contracting or subcontracting. These measure should be used for the purpose of protecting the interests of the City and not for punishment. To assure the City the benefits to be derived from the full and free competition of interested bidders, these measures should not be instituted for any time longer than deemed necessary to protect the interests of the City, and should preclude awards only for the probably duration of the period of non-responsibility.

2.1 Definitions.

- (a) "Debarment" means, in general, an exclusion from City contracting and subcontracting for a reasonable, specified period of time commensurate with the seriousness of the offense, improper conduct or the inadequacy of performance.
- (b) "Suspension" means a disqualification from City contracting and subcontracting for a temporary period of time because a concern or individual is suspected upon adequate evidence (See Section 6) of engaging in criminal, fraudulent, improper conduct or inadequate performance.
- (c) A "debarment list" or "debarred bidders list" means a list of names of concerns or individuals against whom any or all of the measures referred to in this policy have been invoked.
- (d) "Bidders" means, wherever the term is used in this policy, an offerors bidding pursuant to an invitation for bids or a request for proposals.
- (e) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.
- (f) "Business operations" means commercial or industrial activity engaged in regularly and continuously over a period of time for the purpose of receiving pecuniary benefit or otherwise accomplishing an objective. "Business operations" constitute and are equivalent to "carrying on business", "engaged in business", "doing business".

3. Establishment and Maintenance of a List of Concerns or Individuals Debarred or Suspended.

- (a) The Purchasing Department shall establish and maintain on the basis contained in Sections 6 and 6.1, a consolidated list of concerns and individuals to whom contracts will not be awarded and from whom bids or proposals will not be solicited.
- (b) The list shall show as a minimum the following information:
 - (1) the names of those concerns or individuals debarred or suspended (in alphabetical order) with appropriate cross-reference where more than one name is involved in a single action;
 - (2) the basis of authority for each action;
 - (3) the extent of restrictions imposed; and,
 - (4) the termination date for each debarred or suspended listing.
- (c) The list shall be kept current by issuance of notices of additions and deletions.

4. Treatment to be Accorded Firms or Individuals Debarred or Suspended

Firms or individuals listed by the Purchasing Department as debarred or suspended shall be treated as follows.

- (a) Total restrictions. A contract shall not be awarded to a concern or individual that is listed on the basis of a Section 5(a)(1), (2) or (3) felony "conviction", or to any concern, corporation, partnership, or association in which the listed concern or individual has actual control or a material interest; nor shall bids or proposals be solicited therefrom. However, when it is determined essential in the public interest by the City Commission, an exception may be made with respect to a particular procurement action where the individual or concern is effectively the sole source of supply or it is an emergency purchase.
- (b) Restrictions on subcontracting. If a concern or individual listed on the debarred and suspended bidders list is proposed as a subcontractor, the Purchasing Department shall decline to approve subcontracting with that firm or individual in any instance in which consent is required of the City before the subcontract is made, unless it is determined by the City to grant approval City Commission essential to public interest and the individual or concern is effectively the sole source of supply or it is an emergency purchase.

5. Causes and Conditions Applicable to Determination of Debarment.

Subject to the following conditions, the Purchasing is authorized to debar a firm or individual in the public interest for any of the following causes occurring with ten (10) years of debarment.

- (a) Causes
 - (1) "Conviction" for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract thereunder, or in the performance of such contract or subcontract.
 - (2) "Convictions" of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification or destruction of records, perjury, or receiving stolen property where the conviction is based upon conduct which arose out of, or was related to, business operations of the bidder.
 - (3) "Conviction" for bid-rigging activities arising out of the submission of bids or proposals.
 - (4) Violation of contract provisions, as set forth below, of a character which is regarded by the City to be so serious as to justify debarment action:
 - (i) willful failure to perform in accordance with the specifications or within the time limit provided in the contract;
 - (ii) a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts. Failure to perform or unsatisfactory performance caused by acts beyond the control of the firm or individual as a contractor shall not be considered to be a basis for debarment.
 - (5) Debarment by any other governmental agency.
- (b) Conditions.
 - (1) Debarment for any of the causes set forth in this section shall be made only upon approval of the Purchasing.
 - (2) The existence of any of the causes set forth in (a) of this section does not necessarily require that a firm or individual be debarred except as provided in 4(a). In each instance, whether the offense or failure, or inadequacy of performance, be of criminal, fraudulent, or serious nature, the decision to debar shall only be made if supported by a preponderance of the credible evidence available. Likewise, all mitigating factors may be considered in determining the seriousness of the offense, failure, or inadequacy of performance, in deciding whether debarment is warranted. The actual or apparent authority of an involved individual, the present relationship of involved individuals with the bidder, the past performance of the individual or concern, and the relationship of the violation to the services or materials involved shall be considered.
 - (3) The existence of a cause set forth in (a)(1), (2), and (3) of this section shall be established by criminal "conviction" by a court of competent jurisdiction. In the event that an appeal taken from such conviction results in reversal of the "conviction", the debarment shall be removed upon the request of the bidder (unless other causes for debarment exists). For the purposes of this policy, the following shall have the same effect as a "conviction": pleading guilty or nolo contendere, or being found guilty by a jury or court of, the offense in question, regardless of whether probation is imposed and adjudication withheld.
 - (4) The existence of a cause set forth in (a)(4) and (5) of this section shall be established by a preponderance of credible evidence by the Purchasing.
 - (5) Debarment for the cause set forth in (a)(5) of this section (debarment by another agency) shall be proper if one of the causes for debarment set forth in (a)(1) through (4) of this section was the basis for debarment by the original debarring agency. Such debarment may be based entirely on the record of facts obtained by the original debarring agency, or upon a combination of such facts and additional facts.

5.1 Period of Debarment.

- (a) Debarment of a firm or individual shall be for a reasonable, definitely stated period of time commensurate with the seriousness of the offense or the failure or inadequacy or performance. As a general rule, a period of debarment shall not exceed five (5) years. However, when partial or total debarment for an additional period is deemed necessary, notice of the proposed additional debarment shall be furnished to that concern or individual in accordance with Section 8.
- (b) A debarment may be removed or the period thereof may be reduced by the City Manager upon the submission of an application supported by documentary evidence, setting forth appropriate grounds for the granting of relief; such as newly discovered material evidence, reversal of a conviction, bona fide change of ownership or management, or the elimination of the causes for which the debarment was imposed. The City Manager may request additional information, shall consider all relevant facts, and shall render a decision within twenty (20) days of receipt of the application unless a longer period is warranted under the circumstances.

6. Suspension of Bidders.

- (a) Suspension is a drastic action and, as such, shall not be based upon an unsupported accusation. In assessing whether evidence exists for invoking a suspension, consideration should be given to the amount of credible evidence which is available, to the existence or absence of corroboration as to important allegations, as well as to the inferences which may properly be drawn from the existence or absence of affirmative facts. This assessment should include an examination of basic documents, such as contracts, inspection reports, and correspondence. In making a determination to suspend, the Purchasing shall consider the factors set forth in Section 5(b)(2). A suspension may be modified by the City Manager as described in Section 5.1(b).

6.1 Causes and Conditions Under Which the City May Suspend Contractors

- (a) The Purchasing may, in the interest of the City, suspend a firm or individual when the firm or individual is suspected, upon credible evidence, of having committed one or more the following act(s) within three (3) years of the date of suspension:
 - (1) Commission of fraud or a criminal offense as an incident to obtaining, attempting to obtain, or in the performance of a public contract;
 - (2) Violation of statutes concerning bid-rigging activities out of the submission of bids and proposals; and,
 - (3) Commission of embezzlement, theft, forgery, issuance of worthless checks, bribery, falsification, or destruction of records, perjury, receiving stolen property. Commission of any other offense indicating a lack of business integrity or business honesty which seriously and directly affects the question of present responsibility as a City contractor.

6.2 Period of Suspension.

- (a) All suspension shall be for temporary period pending the completion of an investigation and such legal proceedings as may ensue. In the event that prosecution has not been initiated within twelve (12) months form the date of the suspension, the suspension shall be terminated. Upon removal of suspension, consideration may be given to debarment in accordance with Section 5 of this policy.

7. Scope of Debarment or Suspension.

- (a) A debarment or suspension may include all known affiliates of a concern or individual.
- (b) Each decision to include a known affiliate within the scope of a proposed debarment or suspension is to be made on a case-by-case basis, after giving due regard to actual or apparent authority of the controlling concern or individual and similarity of the services provided by the affiliate to those provided by the debarred individual or concern.
- (c) The criminal, fraudulent, or seriously improper conduct of an individual may be imputed to the business concern with which he is connected, where such impropriety was accomplished within the course of his official duty or apparent authority, or was effected by him with the knowledge and approval of that concern. When the individual was an officer of the concern, knowledge and approval may be presumed. Likewise, where a concern is involved in criminal, fraudulent, or seriously improper conduct, any individual who was involved in the commission of the impropriety may be debarred or suspended.

8. Notice of Debarment or Suspension.

When the Purchasing seeks to debar or suspend a concern or individual (or any affiliate thereof) for cause, it shall furnish that party with a written notice:

- (1) stating that debarment or suspension is being considered;
- (2) setting forth the reasons for the proposed action;
- (3) indicating that such party will be afforded an opportunity for a hearing if he so requests one within ten (10) days; and,
- (4) indicating that such party may make a written response in accordance with Section 9(a).

9. Response to Notice of Debarment or Suspension.

- (a) In lieu of requesting a hearing within the prescribed ten (10) day period, the party may, within said ten (10) day period, notify the City of its intent to provide a written reply and submit written evidence to contest the debarment or suspension. Such written evidence must be submitted within twenty (20) days after receipt of the notice of proposed debarment or suspension in order for it to be considered.
- (b) Whatever response is received to the notice of intent to debar or suspend, such will be considered in determining whether debarment or suspension action will be made. Where a reply is received to the notice of intent to debar or to suspend, and evidence to refute such action is furnished but no hearing is requested, the information furnished will be considered in determining the action to be taken.
- (c) If a hearing is requested, it shall be conducted by the City Manager. The hearing will be held at a location convenient to the City as determined by the City Manager and on a date and at a time stated. An opportunity shall be afforded to the firm or individual to appear with witnesses and counsel, to present facts or circumstances showing cause why such firm or individual should not be debarred or suspended. The proceeding shall be of an informal nature as determined by the City Manager. After consideration of the facts, the City Manager shall notify the firm or individual of the final decision.
- (d) If no response is made to the notice of debarment or suspension within the first ten (10) day period, the decision of the Purchasing shall be deemed final and the party so notified.

10. Rejection of Bids, Breach of Contract.

- (a) Previously solicited and/or accepted bids may be rejected or acceptance revoked prior to beginning of performance upon discovery by the City that the bidder or its affiliates have committed any act which would have been cause for debarment.
- (b) If after a contract is awarded and performance has been begun the City discovers that the bidder or its affiliates have committed any act prior to award or acceptance which would have been cause for debarment had it been discovered prior to solicitation or acceptance, the City may consider such to be a material breach of the contract and such shall constitute cause for termination of the contract.

- (c) If after bids have been solicited and/or accepted or after a contract is awarded and performance begun, the City discovers that the bidder or its affiliates committed any act prior to award or acceptance which would have been cause for disbarment or suspension had it been discovered prior to solicitation or acceptance, the City may require additional satisfactory assurances that such act(s) have not occurred and that the contract can and will be faithfully performed. If additional assurances are requested and are not satisfactory or if the bidder or its affiliates fail to immediately cooperate with all reasonable requests, including requests for information reasonably calculated to lead to the discovery of relevant evidence, then such may be considered a material breach of the contract and such shall constitute cause for termination of the contract.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Consultant for the services described in Exhibit "A", Scope of Services, and the method by which payments will be made.

2.0 COMPENSATION

For satisfactory completion of all services detailed in Exhibit "A", Scope of Services, of this Agreement, the Department will pay the Consultant a Total Lump Sum Amount of \$_____.

2.1 Summary of Compensation

The Total Lump Sum Amount will include the elements defined in the Contract Compensation Summary Table below:

- Basic Services*
- Salary Related Costs*
- Operating Margin*
- Direct Expenses*
- Miscellaneous Direct Expenses*
- Loaded Labor Rates*
- Mobilization Expenses*
- _____ *Services*
- _____ *Expenses*

Lump Sum

% completion of task (LS-2)

Contract Compensation Summary Table				
Financial Project Number 1				
Firm	Compensation Element Description	Method of Payment	Limit/Estimate	Amount
			Limit	\$
			Limit	\$
SUBTOTAL				\$
Financial Project Number 2				
Firm	Compensation Element Description	Method of Payment	Limit/Estimate	Amount
			Limit	\$
SUBTOTAL				\$
TOTAL LUMP SUM AMOUNT:				\$

Unique Identifier for Compensation Element:

(LS-2) The Consultant will receive progress payments for the subject task based on the percentage of task that has been completed and accepted by the Department during the billing period.

This Agreement does not involve the purchase of Tangible Personal Property, as defined in Section 273.02, Florida Statutes.

[To be used for multi-year funding contracts, using Contract Funding Term 2 or 7. When Contract Funding Term is 2, also provide schedule for appropriations, as shown in next paragraph.]

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon appropriation by the Legislature. Currently \$_____ of the total amount has been approved. Therefore, it is agreed that the Consultant will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the Department be obligated to reimburse the Consultant for costs or make fee payments in excess of currently established funding. The Department will provide written authorization if and when subsequent appropriations are approved and encumbered for this contract.

[For use when future year funding is clearly defined, with Contract Funding Term 2 or 4]

The anticipated schedule for appropriations is defined below:

FINANCIAL PROJECT NO.	FISCAL YEAR	AMOUNT

Please note that funds will not become available until the beginning of each fiscal year. The Department's fiscal year begins July 1st of each year, and ends June 30th of each succeeding year. Work that requires funding from a future fiscal year cannot begin/continue until the Funds have been approved and encumbered by the Department. The Department will provide written authorization when subsequent appropriations are approved and encumbered.

3.0 INVOICING PROCEDURE

The Consultant will be eligible for progress payments under this agreement at monthly intervals or when individual tasks or mileposts defined in this agreement are completed or reached.

Invoices for this agreement will be prepared by the Consultant and submitted through the Department's web-enabled Consultant Invoice Transmittal System (CITS) Internet application. The invoices will be supported by such information as may be required by Department procedures to substantiate the charges being invoiced. The Consultant will maintain for this purpose a job cost accounting system that is acceptable to the Department.

If requested by the Department, the final invoice for this agreement will be accompanied by a certified job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct vehicle expense, the total miscellaneous direct expense, and total sub-consultant cost charged to the project.

The Consultant will report sub-consultant payments through the Department's Equal Opportunity Compliance System on the Internet. Failure to submit sub-consultant payment information may be cause for rejection of the invoice. Within thirty days after receipt of final payment, the Consultant will report final sub-consultant payments through the Equal Opportunity Compliance System. The Consultant will pay all sub-consultants their proportionate share of payments received from the Department within thirty days of the Consultant's receipt of payment from the Department.

The Department will render a decision on the acceptability of services within ____ working days of receipt of either the services, invoice, or progress report, whichever is later. The Department reserves the right to withhold payments for work not completed, or work completed unsatisfactorily, or work that is deemed inadequate or untimely by the Department. Any payment withheld will be released and paid to the Consultant promptly when work is subsequently performed.

4.0 PROJECT CLOSEOUT

4.1 Final Audit

If requested, the Consultant will permit the Department to perform an audit of the records of the Consultant and any or all sub-consultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Department because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Department

upon demand. Further, the Department will have the right to deduct, from any payment due the Consultant under any other contract, any amount due the Department.

**CITY OF GAINESVILLE
GENERAL GOVERNMENT
PURCHASING DIVISION SURVEY
BID INFORMATION**

BID #: PWDA-150033-DS

DUE DATE: February 2, 2015
@ 3:00 p.m., local time

SEALED BID ON: 211365-6-28-01,02,03: SW 62ND Blvd 4-Lane Arterial Connector

IF YOU DO NOT BID

Please check the appropriate or explain:

- _____ 1. Not enough bid response time.
- _____ 2. Specifications not clear.
- _____ 3. Do not submit bids to Municipalities.
- _____ 4. Current work load does not permit time to bid.
- _____ 5. Delay in payment from Governmental agencies.
- _____ 6. Do not handle this item.
- _____ 7. Other: _____

Company: _____

Address: _____

Are you a minority business? yes _____ no _____

The following documents can only be accessed
via the City's FTP site:

- Appendix A
- Appendix B
- Appendix C
- Appendix D
- Appendix E

Access information for *Appendices A-E*:

- Open Web Brower, then type: <ftp://ftp2.cityofgainesville.org/>
- Click on Directory titled "Purchasing"
- Click on Directory titled "PWDA-15033 SW 62nd Blvd 4-Lane Arterial Connector"
 - Username: purchasing
 - Password: gainesville