



# PART 1 – REQUEST FOR PROPOSALS INFORMATION

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Thank you for your interest in working with the City of Gainesville.

Pertinent information and required documents regarding this solicitation as part of a responsive offer are listed below:

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## 1.1 DISTRIBUTION OF INFORMATION

The City posts and distributes information pertaining to its procurement solicitations on DemandStar ([www.demandstar.com](http://www.demandstar.com)). **The City has transitioned from accepting hard (paper) copy submittals to accepting submittals through “E-Bidding”.** In order to submit a proposal response to this solicitation the consultant must be registered with DemandStar.

It is the responsibility of the consultant to monitor DemandStar. Properly registered consultants can expect to receive automatic notification of solicitations for bids and proposals, by participating purchasing entities. Consultants failure to retrieve available, required procurement information from DemandStar and include the appropriate documentation and information in solicitation responses may result in disqualification.

## 1.2 PRE-PROPOSAL MEETING/QUESTIONS/CLARIFICATIONS

If scheduled (refer to Proposal Cover Page), attending a pre-proposal meeting is strongly recommended as the project’s scope of work, procedures, and specifications will be discussed at this time. It is the only time during this RFP process that consultants may ask questions directly of the end user.

NOTE: For a consultant’s attendance of a mandatory pre-proposal meeting to count, the consultant must sign-in before the Procurement Specialist calls the end of that meeting. If the consultant is not signed in by that time, they will be disqualified from responding to the solicitation. If the mandatory pre-proposal meeting also includes a required site visit, then the consultant must sign in, both at the pre-proposal meeting, and again at the end of the site visit, in order to have their attendance count and not be disqualified from submitting a proposal.

***NOTE: Failure to attend a mandatory pre-proposal meeting will result in disqualification of your proposal.***

If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, please contact the Procurement Division at least 72 hours in advance.

All questions that occur outside of the pre-proposal meeting must be submitted to Procurement only, and must be received by the date indicated on the Proposal Cover Page to be considered. Technical and/or specification questions will not be answered over the phone; they must be submitted by email directed to the Procurement Specialist conducting the solicitation (refer to Proposal Cover Page). All questions will be answered via Addendum which will be posted on DemandStar.com for consultant access. All addenda must be acknowledged by the consultant on the Proposal Cover Page.

### **\*\*\*IMPORTANT NOTICE REGARDING PROPOSAL OPENING\*\*\***

The scheduled proposal opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the proposal opening is not required. However, to join the proposal opening you must register.

You are invited to a Zoom meeting.  
When: Aug 31, 2021 03:00 PM Eastern Time (US and Canada)

Register in advance for this meeting:  
[https://us06web.zoom.us/meeting/register/tZYpd-GgqDMsGtyGtNMiUyoDNtSv5-c\\_6gUb](https://us06web.zoom.us/meeting/register/tZYpd-GgqDMsGtyGtNMiUyoDNtSv5-c_6gUb)

After registering, you will receive a confirmation email containing information about joining the meeting.

*All meetings and submittal deadlines are Eastern Time (ET).*

### 1.3 RFP TIME TABLE

The anticipated schedule for the RFP and contract approval is as follows:

RFP available for distribution	August 2, 2021
Pre-Proposal Meeting	N/A
Deadline for receipt of questions	August 23, 2021
Deadline for uploading of proposals	August 31, (3:00 p.m. local time)
Evaluation/Selection process	Week of September 6, 2021
Oral presentations, if conducted	Week of September 20, 2021
Projected award date	October 21, 2021
Projected contract start date	TBD

All dates are subject to change. Consultants will be notified via Addendum posted in [DemandStar.com](http://DemandStar.com) in event of any schedule change.

### 1.4 PROHIBITION OF LOBBYING

To ensure fair consideration, consistent and accurate dissemination of information for all consultants, the City prohibits communication to or with any department, employee, or agent evaluating or considering proposals during the submission process, except as authorized by the Procurement Division representative. **Additionally, the City prohibits communication initiated by a consultant to any city official or employee evaluating or considering the proposals (up to and including the City Commissioners) before the time an award decision has been made.** Any communication between consultant and the City required to obtain information or clarification for preparing a proposal or to enable a proper, accurate evaluation of a proposal will be handled solely through the Procurement Division staff. **Any communications initiated between the consultant and the City outside these parameters may be grounds for disqualifying the offending consultant from consideration for award of the proposal and/or any future proposal.**

### 1.5 CONE OF SILENCE

During the Cone of Silence (formerly called Blackout period) as defined in the next paragraph, except as pursuant to an authorized appeal, no person may lobby (as defined in section 1.4), on behalf of a competing party in a particular procurement process, City officials or employees except the Procurement designated staff contact in the Procurement division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The Cone of Silence is the period between the issue date of the RFP, which allows for immediate submittals to the City of Gainesville Procurement Division for the Request for Proposals and the time the City Officials and Employee awards the contract.

## 1.6 DETERMINATION OF RESPONSIBILITY OF CONSULTANTS

The specific qualifications of consultants for this specific Request for Proposals are included in Part 3, 3.2 Consultant Qualifications. Consultants must also demonstrate that it is responsible as defined in the City of Gainesville's [Financial Services Procedures Manual](#), Section 41-522, as may be amended.

As a part of the proposal evaluation process, City reserves the right to conduct a background investigation of consultant, including a record check by the Gainesville Police Department if the qualifications require it. Consultant submission of a proposal constitutes acknowledgment of the process and consent to such investigation.

No contract will be awarded to, any proposer who is in arrears to City upon any debt, fee, tax or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is otherwise determined to be not responsible by City pursuant to Section 41-522, [Financial Services Procedures Manual](#), following:

These criteria consider the consultant's capability to perform:

- a) The ability of the consultant to successfully carry out a proposed contract.
- b) Past performance (including reference check), experience, business and financial capabilities, skills, technical organization, legal eligibility and reliability.
- c) Current litigation pending between the consultant and the City.
- d) Consultant has paid all debts owed to the City.
- e) Consultant possesses all required licenses.

If it is determined that the consultant is not responsible, City will notify consultant of its finding, including evidence used, and allow consultant the opportunity to come into compliance within three (3) business days of notification.

Successful Consultant must either update or complete City's vendor application, pay business tax (if applicable), and register with the State of Florida. Please be advised that the City Attorney's office will not approve a contract with any consultant unless the corporation or partnership is registered with the Division of Corporations with the State of Florida ([www.sunbiz.org](http://www.sunbiz.org)).

## 1.7 RESPONSIVENESS OF PROPOSAL

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission (via upload to DemandStar.com), and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem the proposal non-responsive (see Section 41-444 of the [Financial Services Procedures Manual](#)).

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## PART 2 – SCOPE OF WORK

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### 2.1 GENERAL DESCRIPTION

The City of Gainesville (hereafter “City”) is requesting the submission of proposals from qualified construction engineering, testing & inspections firms for new roadway and bridge construction.

### 2.2 SCOPE AND RELATED SERVICES

2.2.1 **Generally:** Contract(s) awarded under this RFP are defined as multi-phased contract for the project listed below. The scope is limited to the project noted below and for a constructability review phase and a construction engineering & inspections phase.

2.2.2 **Project:** New roadway & Bridge construction of SW 62<sup>nd</sup> Blvd Connector from SW 43<sup>rd</sup> St to SW 52<sup>nd</sup> St in accordance with the design plans prepared by HNTB provided with this solicitation. The project shall be constructed in accordance with FDOT Standard Plans and FDOT Standard Specifications.

- 2.2.2.1 Roadway Contractor: TBD
- 2.2.2.2 Schedule Constructability Review: Fall 2021
- 2.2.2.3 Scheduled Construction Start: Fall 2022
- 2.2.2.4 Construction Duration: 15 months
- 2.2.2.5 Construction Estimate: \$10.3 Million

2.2.3 **Scope:** Provide full Construction Engineering & Inspection Services for the project including constructability reviews, required verification testing and administration of the City’s construction agreement. The consultant shall be responsible for all communications and dealings with the City’s hired roadway contractor and documenting of all field activity in accordance with FDOT regulations, policies and procedures to ensure compliance with the plans, specifications, Federal requirements, construction agreement, and FDOT LAP Manual. Field activities include but are not limited to tracking of quantities placed, MOT inspections, tracking of contract time/critical paths, employee interviews and tracking of on-the-job training requirements. The consultant shall coordinate directly with the City’s Project Manager or the City Engineer as required. The consultant shall be responsible for advising the City of any perceived risks including but not limited to constructability issues due to contractor’s means & methods or design errors & omissions, federal compliance deficiencies or utility conflicts. FDOT’s District 2 staff shall be responsible for compliances services such as sublet verifications and payroll certifications; the consultant shall work closely with FDOT staff to ensure the contractor submits all required documentation prior to proceeding with work that requires compliance verifications.

#### 2.2.4 **Final Deliverable:**

- 2.2.4.1 Constructability Review Phase: Provide constructability comments for the 100% Design Phase submittal. Comments shall include a list of perceived risks regarding the design that may impact the Roadway Contractor’s performance or delivery of the project in regards to time, costs or physical limitation; the list shall also include any perceived design errors or omissions.
- 2.2.4.2 CEI Phase: Provide signed and sealed record construction drawings and a signed and sealed certification indicating the project was substantially constructed in accordance with the plans and specifications.

### 2.3 CONSULTANT MINIMUM QUALIFICATIONS

2.3.1 Provide a professional team consisting of a prime consultant and sub-consultants pre-qualified to perform work in all of the following groups/types per Chapter 14-75 Florida Administrative Code. The prime consultant shall be qualified in each of the **bold** work groups/types at a minimum and each sub-consultant shall be qualified in a minimum of one work group/type. The prime consultant and each sub-consultant shall provide a copy of their current pre-qualification letter with the proposal package to be considered responsive. The prime consultant and each sub-consultant shall maintain their qualification throughout the duration of the contract.

2.3.1.1 Group 9: Soil Exploration, Material Testing and Foundation

- 2.3.1.1.1 Type 9.1: Soil Exploration
- 2.3.1.1.2 Type 9.2: Geotechnical Classification Lab Testing
- 2.3.1.1.3 Type 9.3: Highway Materials Testing
- 2.3.1.1.4 Type 9.4: Foundation Studies
- 2.3.1.1.5 Type 9.5: Geotechnical Specialty Lab Testing

2.3.1.2 Group 10: CEI

- 2.3.1.2.1 **Type 10.1: Roadway CEI**
- 2.3.1.2.2 **Type 10.3: Construction Materials Inspection**
- 2.3.1.2.3 **Type 10.4: Minor Bridge and Miscellaneous Structures CEI**

- 2.3.2 Per 337.14 F.S., any consultant that participated in the design phase of the project is prohibited and not qualified to submit a proposal in response to this solicitation.
- 2.3.3 Consultant's business shall demonstrate personnel and equipment support necessary for the completion of the requested engineering services in a timely and efficient manner.
- 2.3.4 Consultant's business shall demonstrate that it complies with all applicable State and Federal professional licensing laws.
- 2.3.5 By submitting a proposal, the consultant's business certifies that it has fully read and understands the RFP 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.

## 2.4 CITY RESPONSIBILITY

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

- 2.4.1.1 Monitoring consultant's progress for the CEI contract compliance.
- 2.4.1.2 Provide information concerning project which is available in City files.
- 2.4.1.3 Inform the Consultant of any known City design parameters or requirements.
- 2.4.1.4 Payment to the Contractor and Consultant in accordance with Florida's Prompt Payment Act
- 2.4.1.5 Responsive to questions in a timely manner

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## PART 3 – HOW TO SUBMIT A PROPOSAL

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**Instructions to consultants:** Proposals must contain each of the documents listed below; each fully completed, signed, and notarized as required. Required signatures for proposal forms may be applied using electronic signature software (i.e., DocuSign, Adobe Sign, etc.). Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award.

### 3.1 PROPOSAL FORMAT

- **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 provide the services contained in this RFP.
- **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 professionals.
- **Qualifications of Firm:** 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.

### 3.2 CONTENT OF PROPOSAL

#### Required Documents:

The following documents are required to be included in the consultant's submission:

- a. RFP Cover Page
- b. Address each Minimum Qualification
- c. Provide a Statement of all Qualifications that will communicate the capabilities of the consultant to successfully complete the project
- d. Consultant Verification Form
- e. Consultant's W-9
- f. Copy of any applicable, current licenses and/or certifications required by City/County/State
- g. Exceptions to the RFP (refer to Part 3, 3.5 Exception to the RFP)
- h. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties
- i. FDOT form 375-030-32 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts
- j. FDOT form 375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- k. FDOT form 375-030-34 - Disclosure of Lobbying Activities
- l. FDOT form 375-030-83 – Professional Services Commitment Form

### 3.3 PROPOSAL SUBMISSION INSTRUCTIONS

**The proposal response, containing all required documents, with authorized signatures, must be received by 3:00 p.m. on the due date indicated on the Proposal Cover Page for this project.** The consultant's complete pdf response must be uploaded into DemandStar.com prior to the 3:00 p.m. deadline. This platform will not accept late submittals.

Upload proposal response as a pdf formatted document only, unless the solicitation states otherwise. The pdf document should be titled with consultant's name, proposal number, and, if the response is submitted in parts, include "Part # of x".

Modifications to or withdrawal of a consultant's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in DemandStar.com in order to be recognized by the City. Any proposal not withdrawn will constitute an irrevocable offer, for a period of one hundred twenty (120) days, to provide the City adequate time to award the Contract for the services specified in this solicitation.

The response must be signed by an officer of the business who is legally authorized to enter into a contractual relationship in the name of the consultant. An authorized representative who is not an officer may sign the proposal, but must attach a corporate resolution granting authorization to the representative to execute on behalf of the business.

The submittal of a proposal by a consultant will be considered by the City as constituting an offer by the consultant to perform the required services.

### 3.4 DISCLOSURE AND CONFIDENTIALITY

Florida's Public Records Law, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public record's request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Law is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Law may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- (i) Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that consultant claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Law, consultant shall:
  - a. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the record and one copy of the record with the confidential and exempt information highlighted as outlined in items 1 and 2 on the following page. Consultant shall take care to redact only the confidential and exempt information within a record.
  - b. Provide an affidavit or similar type of evidence that describes and supports the basis for Consultant's claim that the information is confidential and exempt from public disclosure.
- (ii) Request for Trade Secret or Otherwise Confidential and Exempt Information.
  - a. In the event City receives a public records request for a record with information labeled by consultant as Trade Secret or otherwise as confidential and exempt, City will provide the public record requester with the redacted copy of the record and will notify consultant of the public records request.
  - b. However and notwithstanding the above, in the event that City in its sole discretion finds no basis for consultant's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Law, then City shall notify consultant in writing of such conclusion and provide consultant a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Law. If consultant fails to file for declaratory action within the reasonable amount of time provided, then City will disclose the information requested.
  - c. If a public records lawsuit is filed against CITY requesting public disclosure of the information labeled by consultant as Trade Secret or otherwise as confidential and exempt, CITY shall notify consultant and consultant shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Law.
  - d. Consultant hereby indemnifies and holds CITY, its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with consultant's claim that any information it provided to CITY is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Law.

#### How to Designate Trade Secret or Otherwise Confidential and Exempt Information

If a consultant believes that its response contains trade secret or otherwise confidential and exempt information (as defined by Florida or Federal law) and should be withheld from disclosure to the public, in such cases the consultant must provide a redacted copy of the proposal for public access.

- Redacted means that the confidential/proprietary information in the proposal has been obscured so that it cannot be read.
  - Unredacted means that the entire document, including the confidential/proprietary information, has not be obscured and is visible for the evaluation team to use in their evaluation process.
1. Upload a pdf version response of the complete UNREDACTED proposal. Include "UNREDACTED, CONFIDENTIAL" in document title. This is the version that will be used by the evaluators when they are reviewing your proposal. It is essential that the items that will be redacted are highlighted in yellow to prevent the evaluation team from discussing these items after the award. The first page of the document for the **unredacted** document should provide a general description of the information consultant has designated as confidential and/or exempt, and provide a reference to the appropriate Florida or Federal statute supporting the confidential and/or exempt classification.



2. Upload a pdf version response of the REDACTED copy of the proposal. Include “REDACTED” in the document title. This copy will be used to support any public records requests that may arise from this solicitation.

*How the City will Handle Material Identified as Trade Secret or Otherwise Confidential and Exempt Information*

The City’s evaluators will be provided with the complete unredacted proposal, including any trade secret or otherwise confidential and exempt information. The City evaluators will maintain the confidentiality of the information through the evaluation process, including any recorded evaluation team meetings.

In the event a public record request is made to view the information which consultant claims is confidential and/or exempt, the City will notify the consultant and give the consultant a reasonable opportunity (generally 2 business days) to institute appropriate legal action to prevent the disclosure of the information claimed as confidential and/or exempt.

All public records submitted to the City, including those claimed as confidential and/or exempt, will be retained by the City and will not be returned to a consultant at the conclusion of the solicitation process.

**3.5 EXCEPTION TO THE RFP**

Exceptions to the RFP are prohibited under this solicitation.

**3.6 ONLY ONE PROPOSAL**

Only one proposal from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any consultant has a financial interest in more than one submission under this solicitation, all proposals in which such consultant has a financial interest will be rejected. A subconsultant is permitted to appear in more than one proposal for the same RFP, as long as the subconsultant is not a prime consultant in any of the submittals. The City considers a financial interest to include, but not be limited, to joint ventures and partnerships.

**3.7 FULLY INFORMED CONSULTANT**

A consultant is expected to fully inform itself as to the requirements of the Specifications and Contract terms and conditions; failure to do so will be at its own risk. A consultant shall not expect to secure relief on the plea of error.

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## PART 4 – EVALUATION PROCESS

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### 4.1 EVALUATION CRITERIA

#### a) Selection and Evaluation Criteria

Proposals will be evaluated in accordance with the procedures described in the City's, Professional Services Evaluation Handbook included with this solicitation with the following exceptions: Price and Local Business Preference. Additionally, the following **shall not** be considered:

1. Price or cost elements (i.e., salaries, indirect or direct cost rates)
2. In-state or local business preference
3. Preference for consultant firm location
4. Preference for consultant office location in proximity to the project.
5. Purchasing or materials preference
6. FDOT Disadvantaged Business Enterprise (DBE) Program
7. Other local, minority or disadvantaged business programs
8. Hiring preferences (e.g., homeless, welfare-to-work, veterans)
9. Exclusionary business preferences restricting competition in specific geographic locations, except those indicated by the US Department of State or US Department of the Treasury.
10. Equal distribution or rotating of work
11. Any other non-qualifications based factor.

The proposals will be evaluated using the following process: Qualifications Evaluation, Written Proposal Evaluation and 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, and past performance. The Evaluation process provides a structured means for consideration of all these areas.

#### b) 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 and financial stability. 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.

#### c) 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.

#### d) 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.

## **PART 5 – SELECTION PROCESS**

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The consultant will be selected from qualified businesses submitting proposal as further described in Part 3, 3.1, “Proposal Format” of this RFP. 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), the Florida Department of Transportation (FDOT) LAP requirements, and the City’s RFP procedure as stated herein. A brief description of this process follows:

1. Evaluators consisting of City staff will review the proposals. The evaluation process provides a structured means for consideration of all proposals and is described in detail in the City's Professional Services Evaluation Handbook included with this solicitation. Evaluators shall execute the Evaluator’s Disclosure statement included in the aforementioned handbook and FDOT’s Conflict of Interest/Confidentiality Certification (FDOT form 375-030-50) included in Part 9 of this RFP shall be completed prior to proceeding with the evaluation period. Individuals that do not meet the requirements of 23 CFR 1.33 and 23 CFR 172.7(b)(4) shall be prohibited from participating as evaluators.
2. Upon review and evaluation written proposals, the City will select no less than three (3) firms for further discussion or presentations based on ranking. The consultants 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 USB Flash drive.
3. 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 included with this solicitation. The City Commission, if applicable, will then be requested to approve the ranking and authorize contract negotiation and execution as per CCNA.
4. The City will negotiate a contract with the top ranked firm(s) for professional services in accordance with Part 6 – “Award”.

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## PART 6 – AWARD

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### 6.1 TIE PROPOSALS

Whenever two or more proposal which are evaluated equal with respect to quality and services are received, preference shall be given in the following order: (1) The number of work group/types listed in 2.3, that the prime consultant is qualified in, and (2) the duration of time the prime consultant has been licensed to perform construction engineering & inspection services.

### 6.3 CONTRACT AWARD, TERM & ADMINISTRATION

The award, if any, shall be made to the consultant whose proposal shall be deemed by the City to be in the best interest of the City. The decision of the City of whether to make the award(s) and which proposal is in the best interest of the City shall be final.

#### 6.3.1 Award – Number of Contracts

Initially, there shall be one (1) contract issued under this RFP. In the event the contract issued is terminated, the City reserves the right to issue contract(s) with subsequent ranked consultant(s).

#### 6.3.2 Term

The term of the agreement shall be from the date of the fully executed agreement through final completion of the project which is estimated to occur by January 2024.

#### 6.3.3 Contract Negotiations

The following process shall be followed after the ranking phase, as outlined in Part 5 – Selection, of the RFP is complete, with the highest ranked consultant; if negotiations fail with the top ranked consultant, the City shall repeat these processes with subsequent ranked consultants until an agreement with reached. Should the City be unable to negotiate a satisfactory contract with any of the selected firms, then the City shall reject the RFP and may seek to re-solicit responses in the future.

##### 6.3.3.1 Contract Compensation

6.3.3.1.1 The City and consultant shall independently prepare an operating margin justification; the City and consultant shall exchange justifications at a scheduled negotiations meeting. The City and consultant shall negotiate the operating margin until it is agreed upon or until negotiations fail.

6.3.3.1.2 The prime consultant and each sub consultant shall include an employee classification list for use in the contract. Rates for each classification shall be determined based on the weighted raw rates of the employees working on the project and audited overhead, facilities capital cost of money, direct expense rates and negotiated operating margin. The consultant shall submit a current wage rate certification and current FDOT audit letter to the City as documentation to calculate the fee amount for each classification. Per federal regulations, these rates are non-negotiable and not subject to public record and may only be shared with City staff and FDOT/FHWA staff upon request only; such information shall not be shared with any entities contracted staff.

6.3.3.1.3 A fee schedule shall be negotiated for defined services measured in unit prices such as density testing, asphalt coring or auger borings, environmental tests or services of a similar nature.

6.3.3.1.4 The level of effort of this contract is unknown, as the scope is CEI and there is an unknown amount of unit services required. As such, the final contract shall be executed with a limiting, not-to-exceed amount. The consultant shall only be compensated for the actual work performed. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under the contract.

##### 6.3.3.2 Task Phase Scope & Man-hours:

6.3.3.2.1 The City and consultant shall meet to develop a detailed scope of work. Once a detailed scope of work is agreed upon, a meeting date shall be scheduled for man-hour negotiations.

6.3.3.2.2 The City and the consultant shall independently prepare man-hour estimates, man-hour classification spread and operating margin justification for the agreed upon scope of work; man-hour estimates, man-hour classification spread and operating margin justification shall not be exchanged until the man-hour negotiation meeting.

6.3.3.2.3 At the man-hour negotiations meeting, the City and the consultant shall exchange independent man-hour estimates, man-hour classification spread and operating margin justification. Man-hours,

spread, scope and operating margin shall be negotiated until a mutually acceptable man-hour, spread, scope and operating margin is agreed upon or until negotiations fail.

**6.5 CONTRACT**

The Contract to be entered into will designate the successful consultant as the City's Consultant. The successful consultant will be required to execute an agreement with the City in substantially the same format as found in Part 8.

**6.6 RFP PROTEST**

Participants in this solicitation may protest the RFP specifications or award in accordance with Section 41-580 of the [Financial Services Procedures Manual](#).

**6.7 RFP POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP. See Section 41-444 [Financial Services Procedures Manual](#).

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## **PART 7 – GENERAL INFORMATION**

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### **7.1 TAXES, CHARGES AND FEES**

The consultant agrees that any applicable Federal, State and Local sales and use taxes, which are to be paid by City of Gainesville, are included in the proposal. Since the City of Gainesville is often exempt from taxes for equipment, materials and services, it is the responsibility of the Consultant to determine whether sales taxes are applicable. The Consultant is liable for any applicable taxes which are not included in the proposal.

### **7.2 COSTS INCURRED BY CONSULTANTS**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the consultant(s). No payment will be made for any responses received, nor for any other effort required of or made by the consultant(s) prior to commencement of work as defined by a contract approved by the City Commission (if so required).

### **7.3 RULES; REGULATIONS; LICENSING REQUIREMENT**

The consultant shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Consultants 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.

### **7.4 RECORDS/AUDIT**

The consultant shall maintain records sufficient to document their completion of the scope of services established by this solicitation and final executed agreement. These records shall be subject at all reasonable time to review, inspect, copy, and audit by the City, the recipient, sub-recipient(s), FHWA, US DOT OIG, US Comptroller General, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to the specific awarded contract for the purpose of making audit, examination, excerpts, and transcriptions. These records shall be kept for a minimum of five (5) years from the date of the final payment. Records which relate to any litigation, appeals or settlements of claims arising from performance under the awarded contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

### **7.5 DEBARMENT, SUSPENSION, OTHERWISE EXCLUDED**

By submitting a proposal, consultant agrees that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (2) of this certification; and
- Has not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

### **7.6 PUBLIC ENTITY CRIME INFORMATION STATEMENT**

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 a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

**7.7 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 consultant and specific consultants listed as projected to provide services to the City. You may be required to respond to questions on this subject matter.

**7.8 NON-DISCRIMINATION POLICY AND COMMERCIAL NON-DISCRIMINATION REQUIREMENT**

As a condition of entering into this agreement, the company represents and warrants that it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination. The company shall not discriminate on the basis of race, color, religion, gender, national origin, marital status, sexual orientation, age, disability or gender identity, or other unlawful forms of discrimination in the solicitation, selection, hiring, commercial treatment of subcontractors, vendors, suppliers or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

The City reserves the right to investigate any claims of illegal discrimination by the Consultant and in the event a finding of discrimination is made and upon written notification thereof, the Consultant shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of the City. The company understands and agrees that a violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

For more information on this policy and requirement, please visit the [Office of Equal Opportunity](#).

**7.9 USE OF RFP REPLY IDEAS**

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

**7.10 FEDERAL-AID REQUIREMENTS & CERTIFICATIONS**

Take possession of and comply with all Florida Department of Transportation forms listed Part 3.2 and provided in Part 9. All requirements shall be included in the consultant's proposal. Consultants shall execute all required certifications. Failure to submit any of the required forms may deem the consultant non-responsive.

**7.11 DISADVANTAGE BUSINESS ENTERPRISE PROGRAM**

Take possession of the Florida Department of Transportation's Form 275-030-11, Page 1 of 2 only, provided in Part 9 of this solicitation. Comply with the condition provided and the consultant shall incorporate all requirements in its proposal.

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## PART 8 – AGREEMENT

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### PROFESSIONAL SERVICES AGREEMENT SW 62<sup>nd</sup> BOULEVARD CONNECTOR CEI (LAP 211365-6-68-01)

**THIS AGREEMENT** entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between, <Vendor> (“Consultant”) and City of Gainesville, Florida, a Florida municipal corporation (“City”). Collectively, the City and Consultant are hereinafter referred to as the “Parties”.

#### **WITNESSETH:**

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Term.** This agreement is effective upon execution and continue to the completion of the project identified in **Attachment A**.
2. **Representations.** By executing this Agreement, the Consultant makes the following express representations to the City:
  - 2.1 The Consultant is qualified to act as the Consultant for the Project and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project;
  - 2.2 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as such for the Project until the duties hereunder have been fully satisfied;
  - 2.3 The Consultant has become familiar with the Project site and the local conditions under which the Project will to be designed, constructed and operated;
  - 2.4 The Consultant shall prepare all deliverables required by this Agreement, in such manner that they will be accurate, coordinated and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations;
  - 2.5 The Consultant represents that the deliverables prepared are adequate and sufficient to accomplish the purposes of the project and meet the requirements of all applicable federal, state and local codes and regulations.
  - 2.6 The Consultant acknowledges that the City’s review of the deliverables in no way diminishes the Consultant’s representations pertaining to the deliverables.
3. **Duties of the Consultant.** The Consultant shall have and perform the duties, obligations, and responsibilities to the City as outlined in **Attachment A** and as follows:
  - 3.1. The Consultant will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Consultant is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Consultant is not familiar with state and local laws, ordinances, code rules and regulations, the Consultant remains liable for any violation and all subsequent damages or fines. The



Consultant shall abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

- 3.2. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
- 3.3. Comply with FDOT Form 375-040-84, attached hereto as **Attachment B**, in its entirety. In the event the terms of **Attachment B** conflict with the terms of this Agreement, the terms of **Attachment B** shall prevail.
- 3.4. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**4. Duties of the City.** The City shall have and perform the following duties, obligations, and responsibilities to the Consultant:

- 4.1. Provide a written request for services in a written Work Order or Notice to Proceed.
  - 4.1.1. The City Manager, Public Works Director or designee is authorized to order services under this Agreement in accordance with Paragraph 5 of any amount not to exceed the limitations outlined in Paragraph 6.
- 4.2. The City will provide project data currently in the City's possession.
- 4.3. TCity will provide timely reviews of deliverable to meet schedule requirements.
- 4.4. The City will be responsive to questions in a timely manner.
- 4.5. The City will process invoices in a timely manner.

**5. Authorization for Services.** This Agreement standing alone does not authorize the performance of any work or requires the City to place any orders for work. Authorization for performance of professional services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the City and signed by the Consultant. A sample Work Order is attached hereto as **Attachment C**. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under, and shall incorporate the terms, of this Agreement. The City makes no covenant or promise as to the number of available task authorization, or that the Consultant will perform any project for the City during the life of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined, by the City, to be in its best interest to do so.

- 5.1 The City Manager or Public Works Director, or designee, is authorized to initiate and sign Work orders and Amendments and modifications to Work Orders on behalf of the City.

5.2 Change Orders to existing Work Orders will be authorized by a Work Order Change Order (**Attachment C-1**).

6. **Compensation.** Title 2 CFR 200.403 is applicable to this Agreement; determination of allowable cost in accordance with Federal cost principles will be performed for services rendered under this Agreement. The City agrees to compensate the Consultant for its services called for under this Agreement, an amount Not to Exceed (NTE) \$2,500,000.00, unless approved by the City Commission. Projects may be executed up to the NTE amount on a “Fixed FeeBasis” (lump Sum), a “Time Basis Method” (cost plus fixed fee, cost per unit work or specific rates of compensation) or a combination of methods.

6.1 If a Work order is issued for a “Fixed Fee Basis” then the applicable Work Order Fixed Fee amount will include any and all reimbursable expenses.

6.2 If a Work Order is issued under a “Time Basis Method”, then the Consultant shall be compensated in accordance with the rate schedule (cost per unit of work and specified rates of compensation) attached as **Attachment D**.

6.3 In the event the work requires a combination of both types of compensation the Work Order shall clearly note which tasks are fix fee and which tasks are time basis.

7. **Reimbursable Expenses.** Unless authorized in a Work Order under Paragraph 5, the City shall not pay or reimburse the Consultant for any expenses incurred by the Consultant in performance of the work.

8. **Work Order Negotiations.** The following process shall be follow prior to the execution of each Work Order:

8.1. The Parties shall meet to develop a detailed phase scope of work. Once a detail phase scope of work is agreed upon, a meeting date shall be scheduled for man-hour negotiations.

8.2. The Parties shall independently prepare man-hour estimates and man-hour spread for the agreed upon phase scope of work; man-hour estimates and spread shall not be exchanged until the man-hour negotiations meeting.

8.3. At the man-hour negotiations meeting, the Parties shall exchange the independent man-hour estimates and spread. The scope, man-hours and spread shall be negotiated until a mutually acceptable man-hours and spread is agreed upon or until negotiations fail. Multiple meetings may be scheduled for negotiations.

9. **Payment.**

9.1 As a condition precedent for any payment, the Consultant shall submit a monthly invoice to the City requesting payment for services properly rendered and expenses due, unless otherwise agreed in writing by the City. The Consultant's invoice shall describe with reasonable particularity: each service rendered, the date thereof, the time expended (if billed by hour), and the person(s) rendering such service. The Consultant's invoice shall be accompanied by such documentation, or data in support of expenses, for which payment is sought as the City may require. If payment is requested for services rendered by Consultant, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall bear the signature of the Consultant, which will constitute the Consultant's representation to the City that the services indicated in the invoice have: reached the level stated, served a public purpose, been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Consultant covered by prior invoices have been paid in full, and

that the amount requested is currently due and owing, there being no reason known to the Consultant that payment, of any portion, thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the City that, upon receipt by the City of the amount invoiced, all obligations of the Consultant to others, including its subconsultants, incurred in connection with the Project, will be paid in full. The Consultant shall submit invoices to the City at the following address:

City of Gainesville Public Works  
ATTN: City Engineer  
405 NW 39<sup>th</sup> Ave  
Gainesville, FL 32609  
[PW\\_Invoices@cityofgainesville.org](mailto:PW_Invoices@cityofgainesville.org)

9.2 In the event that the City becomes credibly informed that any representations of the Consultant relating to payment are wholly, or partially, inaccurate, the City may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or inaccuracies, and the cause thereof, is corrected to the City's reasonable satisfaction.

9.3 The City shall make payment to the Consultant, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes.

9.4 Payments shall be made to the following address:

Consultant  
Address

## **10. Personnel.**

10.1 The Consultant will assign only qualified personnel to perform any service concerning this Agreement. At the time of execution of this Agreement, the parties anticipate the following personnel will perform those functions indicated:

<u>NAME</u>	<u>FUNCTION</u>
<i>[List]</i>	<i>[List]</i>

10.2 So long as the individuals named above remain actively employed or able to be retained by the Consultant, they shall perform the functions indicated next to their names. The City Manager, Public Works Director or City Engineer may authorize changes to this list in writing.

**11 Notice.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, the Parties representatives and addresses are:

City:  
City of Gainesville Public Works

PO Box 490  
MS 58  
Gainesville, FL 32627-0490  
Attn: Brian M. Singleton, P.E., Public Works Director  
[singletonbm@cityofgainesville.org](mailto:singletonbm@cityofgainesville.org)

Consultant:

<Consultant name>

<Address>

Attn: <Authorized representative>

<email address>

## **12 Default and Termination.**

12.1 The failure of the Consultant to comply with any provision of this Agreement will place the Consultant in default. Prior to terminating the Agreement, the City will notify the Consultant in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Consultant seven (7) days to cure the default. The Public Works Director or City Engineer is authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the City Manager or Public Works Director is authorized to provide final termination notice on behalf of the City to the Consultant.

12.2 Upon thirty (30) days written notice, the City may also terminate the Agreement without cause by providing written notice to the Consultant. The City Manager is authorized to provide written notice of termination on behalf of the City. Upon such notice, Consultant will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Consultant recovery against City shall be limited to that portion of the Agreement amount earned through the date of termination, but Consultant shall not be entitled to any other or further recovery against City, including, but not limited to: damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

12.3 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Consultant. The City will be the final authority as to the availability of funds. The City will pay the Consultant for all work completed prior to any notice of termination.

**13 Contract and Work Order in Conflict.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

## **14 Public Records.**

### **14.1 General Provisions:**

14.1.1 Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters,

maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

14.1.2 Florida has a very broad public records law and certain records of a Consultant may be considered public records. Accordingly, by entering into an agreement with the City, Consultant must:

14.1.2.1 Keep and maintain public records required by the City to perform the service.

14.1.2.2 Upon require from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

14.1.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

14.1.2.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City, upon request of the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

14.1.2.5 Retain all records for a minimum five (5) years from the date of final payment made under this Agreement.

14.1.3 **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT E-MAIL [clerks@cityofgainesville.org](mailto:clerks@cityofgainesville.org) PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490**

## 14.2 Confidential Information

14.2.1 During the term of this Agreement, the Consultant may claim that some or all of Consultant’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Consultant in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Consultant shall clearly identify and mark Confidential

Information as “Confidential Information” or “CI” and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Consultant as “Confidential Information” or “CI.”

14.2.2 The City shall promptly notify the Consultant in writing of any request received by the City for disclosure of Consultant’s Confidential Information and the Consultant may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Consultant shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Consultant shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Consultant’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Consultant shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Consultant releases City from claims or damages related to disclosure by City.

14.3 **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Consultant, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

14.4 **Compliance:** The Consultant may be subject to penalties under §119.10, Florida Statutes, if the Consultant fails to provide the public records to the City within a reasonable time.

15 **Ownership of Deliverables.** All project deliverables and documents are the sole property of the City and may be used by the City for any purpose.

16 **Insurance.** Throughout the term of this Agreement, the Consultant shall provide insurance of the types and in the amounts set forth below. The Consultant shall also require any subcontractors to provide insurance as set forth below. A current copy of the Consultant Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Attachment E**. The Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the consultant, its agents, representatives, employees or subcontractors.

16.1 **Commercial General Liability.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

16.2 **Automobile Liability.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

16.3 **Workers Compensation and Employer's Liability.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

16.4 **Professional Liability or Errors and Omissions Liability (E&O).** Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

16.5 **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

16.5.1 **Commercial General Liability and Automobile Liability Coverages.**

16.5.1.1 The City of Gainesville, Florida, a Municipal Corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Consultant; to include Products and/or Completed Operations of the Consultant; Automobiles owned, leased, hired or borrowed by the Consultant.

16.5.1.2 The Consultant's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Consultant's insurance and shall be non-contributory.

16.5.2 **All Coverages.** The Consultant shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

16.6 **Certificate Holder.** City of Gainesville, Florida, a Municipal Corporation

17 **Permits.** The Consultant will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

18 **Indemnification**

18.1 To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

18.2 The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the City for negligent acts or omissions of the City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

- 19 Consultant Evaluation.** When the term of this Agreement is complete or when this Agreement is terminated, the City shall evaluate the Consultant based on the Consultant's performance of this Agreement. The following categories will be evaluated for performance: Staff, Responsiveness, Invoicing, Oversight and Services. The following rating (0-4) will be used: 0 = lowest, unsatisfactory rating; 1 = marginal; 2 = satisfactory; 3 = excellence; 4 = highest, outstanding. The evaluation form to used which further defines each category is attached as **Attachment F**.
- 20 Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 21 Standard of Care/Errors & Omissions.** The services of the Consultant shall performed with the skill and care which would be exercised by a qualified professionals performing similar service at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the substandard architectural or engineering work, the Consultant shall furnish, at his own cost and expense, the rework necessary to correct such deficiencies, and shall be responsible for any and all consequential damages arising from those deficiencies.
- 22 Assignment of Interest.** The Consultant and City recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the City. Therefore, the Consultant hereby assigns to the City any and all claims for such overcharges as to goods, materials, or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and shall not transfer any interest in same without the prior written consent of the other party.
- 23 Successors and Assigns.** The City and Consultant each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- 24 Independent Contractor.** In the performance of this Agreement, the Consultant is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the City. The Consultant is solely responsible for the means, method, technique, sequence, and procedure utilized by the Consultant in the full performance of the Agreement.



- 25 **Collusion.** By signing this Agreement, the Consultant declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.
- 26 **Conflict of Interest.** The Consultant warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Consultant shall notify the City of any conflict of interest due to any other clients, contracts, or property interests. No member, officer or employee of the City or of the locality during its tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof.
- 27 **Truth-in-Negotiations.** The Consultant warrants that the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current at the time of contracting. A copy of the Consultant's Truth-in-Negotiations Certification (FDOT 375-030-30) is hereby incorporated in this Agreement as **Attachment G**. The Parties agree that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.
- 28 **Prohibition against Contingent Fees.** As required by §287.055(6), Florida's Statutes, the Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 29 **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
- 30 **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
- 31 **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.
- 32 **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
- 33 **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
- 34 **Amendments.** The parties may amend this Agreement only by mutual written Agreement of the parties.
- 35 **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

- 36 Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 37 Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
- 38 Entire Contract.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**CONSULTANT**

**CITY OF GAINESVILLE, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_, City Manager

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

**APPROVED AS TO FORM AND LEGALITY**

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

## **ATTACHMENT A: SCOPE OF SERVICES**

**Project:** New roadway & Bridge construction of SW 62nd Blvd Connector from SW 43rd St to SW 52nd St in accordance with the design plans prepared by HNTB provided with this solicitation. The project shall be constructed in accordance with FDOT Standard Plans and FDOT Standard Specifications.

**Scope:** Provide full Construction Engineering & Inspection Services for the project including constructability reviews, required verification testing and administration of the City's construction agreement. The consultant shall be responsible for all communications and dealings with the City's hired roadway contractor and documenting of all field activity in accordance with FDOT regulations, policies and procedures to ensure compliance with the plans, specifications, Federal requirements, construction agreement, and FDOT LAP Manual. Field activities include but are not limited to tracking of quantities placed, MOT inspections, tracking of contract time/critical paths, employee interviews and tracking of on-the-job training requirements. The professional team shall coordinate directly with the City's Project Manager or the City Engineer as required. The consultant shall be responsible for advising the City of any perceived risks including but not limited to constructability issues due to contractor's means & methods or design errors & omissions, federal compliance deficiencies or utility conflicts. FDOT's District 2 staff shall be responsible for compliance services such as sublet verifications and payroll certifications; the consultant shall work closely with FDOT staff to ensure the contractor submits all required documentation prior to proceeding with work that requires compliance verifications.

### **Final Deliverables:**

- Constructability Review Phase – Provide constructability comments for the 100% Design Phase submittal. Comments shall include a list of perceived risks in the design that may impact the Roadway Contractor's performance or delivery of the project in regards to time, costs or physical limitations; the list shall also include any perceived design errors or omissions.
- CEI Phase - Provide signed and sealed record construction drawings and a signed and sealed certification indicating the project was substantially constructed in accordance with the plans and specifications.

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

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

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

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

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

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

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

R. The Consultant hereby certifies that it has not:

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

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

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

**ATTACHMENT C: WORK ORDER/NOTICE TO PROCEED**

**WORK ORDER NO:** \_\_\_\_\_

**BILLING/INVOICE REFERENCE NO.:** \_\_\_\_\_

**PROJECT DESCRIPTION:**

**City:** City of Gainesville, a political subdivision of the State of Florida.

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

**CONSULTANT:**

**CONSULTANT'S ADDRESS:**

Execution of the Work Order by City shall serve as authorization for the Consultant to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of \_\_\_\_\_ between the City and the Consultant and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

**ATTACHMENTS:**

drawings/plans/specifications

scope of services

special conditions

\_\_\_\_\_

The Consultant shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Work Order shall be commenced upon  the date written above or upon issuance of a  Notice to Proceed by City and shall be completed within \_\_\_\_\_ (\_\_\_\_) calendar days.

**METHOD OF COMPENSATION:**

(a) This Work Order is issued on a:

fixed fee basis



[ ] time basis method with a not-to-exceed amount

[ ] time basis method with a limitation of funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then the Consultant shall perform all work required by this Work Order for the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). In no event shall the Consultant be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the Consultant shall perform all work required by this Work Order for a sum not exceeding \_\_\_\_\_ - \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). The Consultant's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the Consultant is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_ ) without prior written approval of the City. Such approval, if given by the City, shall indicate a new Limitation of Funds amount. The Consultant shall advise the City whenever the Consultant has incurred expenses on this Work Order that equals or exceeds \_\_\_\_ percent ( \_\_%) of the Limitation of Funds amount. The City shall compensate the Consultant for the actual work performed under this Work Order.

The City shall make payment to the Consultant in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Consultant that this Work Order, until executed by the City, does not authorize the performance of any services by the Consultant and that the City, prior to its execution of the Work Order, reserves the right to authorize a party other than the Consultant to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the City.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

**CONSULTANT:**

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

Witness

signature

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

Print Name and Title

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

**CITY OF GAINESVILLE, FLORIDA**

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

Alachua County

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

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**ATTACHMENT C-1: AMENDMENT TO WORK ORDER FOR CONTINUING CONTRACTS**

AMENDMENT # \_\_\_\_\_

NTP/Project # \_\_\_\_\_

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

Consultant: \_\_\_\_\_

Invoicing Reference # \_\_\_\_\_

Contract Manager: \_\_\_\_\_

Project #: \_\_\_\_\_

<b>Work Order Description:</b>
<b>Deliverable(s):</b>

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

New Completion Date: \_\_\_\_\_ (\_\_\_\_\_ days after NTP)

Not valid until signed by City

**CITY:**  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**CONSULTANT:**  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTACHMENT D: FEE SCHEDULE**

**ATTACHMENT E: CERTIFICATE OF INSURANCE**

# ATTACHMENT F: Consultant Evaluation

## PERFORMANCE EVALUATION PROFESSIONAL SERVICES/CONSULTANT (PROVIDER)

Completed by:  
(City's Contact - Ext.)

Date:

Would you recommend using this Provider for future projects?  YES  NO

Project Title:  
Services Provided:  
Provider Name:  
Project Start/End Date:  
Project Amount: \$

The performance evaluation can be used as a guide to assist the City and/or Provider with performance/production on future projects. All areas/aspects of the Provider's performance should be recorded – both positive and negative, particularly outstanding Provider performance that goes above and beyond contractual requirements or expectations.

An evaluation of the Provider's performance will be conducted prior to exercising an option on a contract and/or completion of a contract (project). The following ratings (0 – 4) shall be used:  
0 = the lowest, unsatisfactory rating; 1 = marginal; 2 = satisfactory; 3 = excellent; 4 = highest, outstanding rating.

	PERFORMANCE	1-2-3-4 RATING	TOTAL	Possible
STAFF	Rate performance on Provider's response to requests or needs in the following areas:			
	<b>Staff perform in a professional manner</b> - Is sincere in desire to serve - Anticipates the City's requirements - Good Customer service, reliable, keeps promises - Cooperative and receptive to comments and ideas - Positive attitude - Demonstrated willingness to identify with the City's project goals and objectives		0	28
RESPONSIVENESS	<b>Overall responsiveness</b> - Asks questions for clarity - Returning phone calls or emails - Meetings requests - Responds positively in emergencies - Providing documentation and/or information - Respond to needs/requests - Supplying reports		0	24
	<b>Invoices correctly</b> - Timely and in compliance with the contract - Rates in accordance with the contract or project proposal - Description of project and work performed		0	12
OVERSIGHT	<b>Overall project oversight during the life of project</b> - Remained within Budget - Few or no project change orders - Meeting project deadlines - Current with all required certifications, licenses, etc. - Obtained all necessary project permits - Provided appropriate project oversight		0	24
	<b>Overall quality of services during the life of project</b> - At the start of the project - At the end of the project - Staff turnover rate		0	12
<b>TOTALS</b>			0	100
MAXIMUM POSSIBLE SCORE			100	
OVERALL RATING			0%	

Your comments are encouraged and can be included below or attach additional information/backup documentation as needed.  
Please keep comments within designated width (column A to E). Tab to the next line as necessary.

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# ATTACHMENT G: Truth-In-Negotiations Certification (FDOT Form 375-030-30)

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

375-030-30  
PROCUREMENT  
05/14

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

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

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

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

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

\_\_\_\_\_  
Date

## PART 9 – EXHIBITS

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The following documents/forms are included in this section:

- A. Consultant Verification Form
- B. FDOT Form #275-030-11 Disadvantaged Business Enterprise (DBE) Bid Package Information – Page 1 of 2 Only.
- C. FDOT Form 375-030-32 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions for Federal Aid Contracts
- D. FDOT form 375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
- E. FDOT form 375-030-34 - Disclosure of Lobbying Activities
- F. FDOT Form #375-030-50 Conflict of Interest/Confidentiality Certification
- G. FDOT Form 375-030-83 Professional Services Commutment Form

Fillable versions of all FDOT Forms are provided on the FDOT website and can be found via conducting a websearch or by visiting the FDOT Precedural Document Library at <https://pdl.fdot.gov/>.



# CONSULTANT VERIFICATION FORM

## **REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA**

Is Consultant registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

YES  NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# \_\_\_\_\_)

If the answer is "NO", please state reason why: \_\_\_\_\_

---

## **DIVERSITY AND INCLUSION (Applies to solicitations above \$50,000)**

Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal.

*Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.*

---

Consultant's Name

---

Printed Name/Title of Authorized Representative

---

Signature of Authorized Representative

\\_\_\_\_\_  
Date

### **DBE Utilization**

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

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

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

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

### **DBE Reporting**

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

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

### **Bid Opportunity List**

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

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

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

375-030-32  
PROCUREMENT  
11/15

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

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

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

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

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

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

Name of Consultant:

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

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

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

375-030-34  
 PROCUREMENT  
 02/16

Is this form applicable to your firm?

YES  NO

If *no*, then please complete section 4 below for "Prime"

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

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**

**Information entered on this page will carry over to subsequent pages.**

**When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.**

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

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| <b>TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS</b> |  |
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| <b>SELECTION COMMITTEE</b> |  |
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| <b>PUBLIC OFFICERS / EMPLOYEES</b> |  |
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| <b>TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS</b> |  |
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| <b>CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER</b> |  |
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| <b>CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS</b> |  |
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**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
TECHNICAL REVIEW/AWARDS COMMITTEE  
LOW BID PROJECTS**

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

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

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

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

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

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

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

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

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

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

**Technical Review/Awards Committee Members:**

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

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

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

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

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

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

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

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

Printed Names	Signatures	Date
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**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

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

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

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

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

Printed Names	Signatures	Date
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## PART 9 – NO RESPONSE SURVEY

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### GENERAL GOVERNMENT PROCUREMENT DIVISION SURVEY SOLICATION INFORMATION

RFP #:PWDA-220004-MS

DUE DATE: August 31, 2021  
@ 3:00 pm

PROPOSAL TITLE: RFP for SW 62<sup>nd</sup> Blvd Connector CEI (Federal Funds)

#### 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant Name: \_\_\_\_\_

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

Are you a small business?  YES  NO

Are you a service-disabled veteran business?  YES  NO

*If you choose to not bid, complete this form, and either upload it into DemandStar.com or email to the procurement specialist.*