



## REQUEST FOR QUALIFICATIONS

# CONSTRUCTION ENGINEERING AND INSPECTION (CEI) PEDESTRIAN BRIDGE REPLACEMENT OVER C-8 CANAL RFQ No. 60-23-24

LAPIT DOCUMENT No. \_\_\_\_\_

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#### DATE OF ADVERTISEMENT

MONDAY, JULY 1, 2024

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, JULY 15, 2024, AT 3:30PM (LOCAL TIME)

#### PROPOSAL SUBMITTAL DEADLINE

FRIDAY, AUGUST 2, 2024, AT 3:30PM (LOCAL TIME)

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**CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FLORIDA 33161-4116**

The responsibility for submitting a Response to this Solicitation in a timely manner to the City Clerk's Office on or before the stipulated date and time rests solely with each Respondent. Failure to submit a Response in a timely manner will result in a rejection of the Bid Proposal.

Copies of this Solicitation document may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and request Document No. 60-23-24 or may be downloaded from the City's Purchasing Department website at <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Ebony Daniels Graham, Purchasing Agent  
Email: [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) - Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the "City" is hereby soliciting proposals from qualified and experienced firms to provide **CEI Services** (including monitoring and inspection of the work required under various construction contracts and coordinating with other public agencies, utilities, and affected property owners) and **Construction Materials Inspection** (including conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations. The work that will be completed includes the replacement of the existing pedestrian bridge, bridge demolition, canal excavation, new bridge construction, and sidewalk installations, etc.

**Please submit one (1) original Proposal, three (3) hardcopies of the original Proposal and one (1) digital copy on USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation by no later than the Submittal deadline specified in the Solicitation Timetable below.** All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. **Proposals received after the said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 NE 125th Street, North Miami, Florida 33161.** Qualifications received after the time and date for receipt of qualifications will be returned unopened. Each respondent shall assume full responsibility for timely delivery at the location designated for receipt of qualifications.

### **EVALUATION OF PROPOSALS**

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee's score for each Respondent.

The specific criteria that will be utilized is as follows:

	Criteria	Maximum Points
1	Firm's Related Project Experience	30
2	Qualifications of the Project Team	35
3	Proposed Approach and Methodology	25
4	References	10
<b>Total</b>		<b>100</b>

**Responses shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:**

**"IMPORTANT - SOLICITATION ENCLOSED**  
**CEI Services for Pedestrian Bridge Replacement Over C-8 Canal Project**  
**RFQ No. 60-23-24**  
**Respondent Name: \_\_\_\_\_"**

The Solicitation Timetable is as follows:

Event	Date	Time
Advertisement Date:	Monday, July 1, 2024	
Last Date for Receipt of Written Questions:	Monday, July 15, 2024	3:30pm
Submittal Deadline:	August, August 2, 2024	3:30pm
Evaluation Committee Meeting:	TBD	TBD
City Council Approval Date (Award Date):	Tuesday, September 24, 2024	7:00pm

***(The City reserves the right to modify the above schedule and if so, will issue an addendum to this Solicitation)***

Copies of this Solicitation may be obtained by contacting DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 or downloaded from the City's Purchasing Department website at:  
<https://northmiamifl.gov/bids.aspx>

**CONE OF SILENCE**

Please be advised that this Solicitation is subject to the City's Cone of Silence Ordinance as stipulated under Sections 7-192 and Sections 7-193 of the City's Code of Ordinances prohibiting certain types of communication, as further described in Section 7 of this Solicitation, while the Cone of Silence is in effect.

We look forward to your participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade  
Purchasing Director

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All of our contract forms are fill-in able and can be found on the City's website at:

<https://northmiamifl.gov/217/Contract-Forms>

- A-1            Public Entity Crimes Affidavit
- A-2            Non-Collusive Certificate
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- A-14          References

## **SECTION 1.0**

### **INSTRUCTIONS TO PROPOSERS /**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 DEFINITIONS**

- a) "City" means the City of North Miami.
- b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Awarded Respondent.
- c) "Consultant" or "Awarded Vendor" means the Proposer or Respondent that is awarded a Contract pursuant to this Solicitation.
- d) "Proposal" means any and all documents submitted by a Proposer in response to this Solicitation.
- e) "Proposer" or "Respondent." Any and all individuals, companies, joint ventures, or other type of business organization submitting a response to this Solicitation.
- f) "Scope of Services" or "Scope of Work" means the work to be performed by the selected Respondent under this Contract.
- g) "Solicitation" means this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
- h) "Subcontractors" or "Sub-consultant" shall mean any person, Respondent, entity, or organization, other than the employees of the Awarded Vendor, who contracts with the Awarded vendor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Awarded vendor.
- i) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services to be provided by the Awarded Vendor to successfully perform the Services required under this Solicitation, as more specifically detailed under Section 3.0 herein.

#### **1.2 CITY OVERVIEW**

North Miami, Florida (est. pop. 60, 000) is a diverse community, ideally located midway

between Miami and Fort Lauderdale and encompassing approximately 9.5 square miles. As the sixth-largest city of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety/police services, parks and recreation, public works, water and sewer, planning, building, and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance, and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

#### **1.3 INVITATION**

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

#### **1.4 PUBLIC ENTITY CRIMES AFFIDAVIT**

The Public Entity Crime Affidavit, **(Form "A-1")** referenced in this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the Public Entity Crime Affidavit is not submitted as part of the Respondent's Proposal package, is altered in any manner, or is not fully completed, **the Respondent may be deemed non-responsive to the Solicitation requirements**

## **1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST**

Any Respondent, or any of its suppliers, subcontractors/subconsultants, vendors, or consultants who shall perform work, which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event of such termination shall not incur any liability to the Respondent for any work or materials furnished.

## **1.6. LOBBYING**

All Respondents, their agents and sub-consultants or sub-contractors, are hereby placed on notice that neither the City Council Members, any Evaluation Committee member, employees of the City or employees of any other sponsoring agency shall be lobbied either individually or collectively regarding this Solicitation. Respondents and their agents, sub-consultants or sub-contractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent, its agents, sub-consultants, or sub-contractors who violate these guidelines will not be considered for review. The Purchasing Department shall be the only point of contact for questions and/or clarifications concerning this Solicitation, the selection process and the negotiation and award procedures.

Furthermore, Respondents must submit a Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts (**See Attachment "F"**) and Disclosure of Lobbying Activities Form, if applicable, (**See Attachment "G"**) with their proposals

## **1.7. SUSPENSION OF AWARDED VENDORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 of the City's Procurement Code, the City may temporarily or permanently suspend an Awarded Vendor from doing business with the City whenever said vendor materially breaches its Contract with the City, upon recommendation by the Purchasing Director. Any Proposal submitted by a Respondent, its sub-contractors, sub-consultants, or vendors who are included on the City's "Suspension List" shall not be considered for review.

In addition, the principals of any Respondent or its sub-contractors, sub-consultants or vendors who are included on the City's "Suspension List" shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while they remain on said list. In the event of any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any work or material furnished.

## **1.8. POINTS OF CONTACT TIMETABLE FOR INQUIRIES**

Interested firms may contact the City's Purchasing Department regarding any general questions. However, questions relating to technical inquiries and/or clarification of specific criteria must be submitted to the Purchasing Department in writing, preferably via e-mail, to the address indicated on the cover page.

Technical questions or inquiries regarding clarification of criteria will not be entertained beyond the cut-off date indicated on the Solicitation Timetable, in order for the City to be able to provide answers to submitted questions on a timely basis. The City shall provide answers in the form of written addenda to be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and requesting the corresponding document number.

## **1.9. VERBAL REPRESENTATION**

No verbal representation made by the City staff shall be binding. The contents of this RFQ and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

## **1.10. ADDENDA**

If any revision to this Solicitation becomes necessary, the City will post written addenda on the City website at <https://northmiamifl.gov/bids.aspx> and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) at least seven (7) calendar days before the date scheduled for opening the responses. However, please be advised that the City may revise the deadline for response submittal at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of each Respondent to inquire and confirm whether any addenda has been issued by the City before the Solicitation deadline by either calling or checking the City's website ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demand Star and by Onvia at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and requesting the corresponding document number, prior to submittal of their Proposal. All addenda placed on the Demand Star can be downloaded.**

## **1.11. CANCELLATION OF THE SOLICITATION**

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

## **1.12. PROTEST**

Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk within five (5) business days after receipt by the bidder or offeror of the city's notice of recommendation for award of contract. A written protest is considered filed when received by the city clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing

the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City of North Miami at 776 NE 125<sup>th</sup> Street, 1<sup>st</sup> Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

## **1.13. CONTRACT**

Proposers must understand that neither this Solicitation nor the responses submitted pursuant thereto shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive, and reasonable.

## **1.14. PROPOSAL COST**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submittal, or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

## **1.15. TAX EXEMPT STATUS**

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

## **1.16. SUBMITTAL AND OPENING OF PROPOSALS**

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of

the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a submittal issued by any City office, receptionist, or personnel other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

#### **1.17. ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third-party following submittal of a Proposal to the City.

#### **1.18. WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submittal deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are submitted, they become the property of the City and will not be returned to Respondents even when they are withdrawn from consideration.

Proposals may not be withdrawn or modified once the City has opened them after the Submittal Deadline has passed, except for any request from the City for clarifying information or request for documents during Contract negotiations.

#### **1.19. PUBLIC RECORDS AND EXEMPTIONS**

Please be advised that Proposals received by the City become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to public records disclosure provided by law, if any, by citing the specific statutory

authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. All Proposals shall be available for public inspection once the City posts notice of an intended decision or thirty (30) days after the opening of Proposals, whichever is earlier.

#### **1.20. REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- a) When such rejection is in the interests of the City;
- b) If such Proposal is deemed non-responsive;
- c) If the Respondent is deemed non-responsible; or
- d) If the Proposal contains any materials irregularities.

Minor irregularities contained in a Proposal may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract, nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

#### **1.21. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements stipulated in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the requisite documentation, is submitted in a timely manner and has the appropriate signature as required on each document. **Failure to comply with any of these requirements may result in a Proposal being deemed non-responsive.**

#### **1.22. PROPOSAL EVALUATION AND COMMITTEE INTERVIEWS**

An Evaluation Committee shall be established in accordance with the City's Procurement Code.

The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation in accordance with the criteria outlined under Section 5.0 of this Solicitation. The Committee may decide to interview one or more Respondents or instead may choose to recommend the highest ranked Respondents for an award, based solely on their review and evaluation of Proposals, to the City Council without conducting interviews.

In the event that the Committee chooses to interview one or more of the Respondents, the final ranking shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's results and recommendation for the award shall be submitted to the City Council for review by the Purchasing Department.

#### **1.23. CITY MANAGER'S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) Approve the Committee's recommendation and submit it to City Council for approval.
- b) Reject the Committee's recommendation and direct the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals.

#### **1.24. CITY COUNCIL REVIEW**

Upon receipt of the City Manager's recommendation, the City Council may:

- a) Approve the City Manager's recommendation and authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

#### **1.25 CONTRACT AWARD**

Prior to Contract execution, the awarded Respondent(s) shall submit documentation reflecting any required insurance coverage. The

Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage in a timely manner shall be just cause for termination of the award.

#### **1.26 PRICE PROPOSAL FORM**

Not Applicable

#### **1.27 NON-RESPONSIVE PROPOSALS**

Proposals deemed to be Non-Responsive by the City shall not be considered for this Solicitation. A Proposal may be deemed Non-Responsive for various reasons including, but not limited to, failure to comply with the requirements of this Solicitation, failure to submit or fully complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of multiple Proposals from the same Respondent and/or its principals, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the submittal deadline.

#### **1.28 CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see Section 7).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the City Clerk.

#### **1.28.1 SUBCONTRACTORS AND SUPPLIERS' DISCLOSURE**

This RFQ requires that the Respondent must list any and all sub-contractors and/or sub-consultants who will perform any part of the Contract work and all suppliers who will supply equipment and/or products to the Respondent under this Contract. **Failure to comply with this requirement shall render the Proposal non-responsive.** Moreover, the selected Respondent shall not change or substitute sub-contractors, sub-consultants or suppliers from those listed in the Proposal without prior written approval of the City (see Form A-6).

All bidders should be advised that the City's Local Business Preference ordinance listed under Section 7-151 of the City's Code of Ordinance is not applicable for this Solicitation due to the funding source of this Project.

#### **1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION**

The City of North Miami requires companies and individuals who wish to do business with the City to complete a vendor registration application

before doing business with the City. Respondents need not register with the City in order to submit a Proposal; however, the selected Respondent(s) must register prior to award of a Contract. Failure to register may result in withdrawal of recommendation to award. To register, please contact the Purchasing Department at (305) 895-9886 or you may download the vendor registration form at our website at [www.northmiamifl.gov](http://www.northmiamifl.gov).

It is the sole responsibility of the business entity to contact the City and update any changes to their vendor registration profile such as new address, telephone number, commodities, etc. as soon as they occur.

#### **1.30 EXCEPTION TO THE RFQ**

Respondents may take exception to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph, and page number in this RFQ. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

#### **1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION**

[See Section 1.19 above]

#### **1.32 LOCAL VENDOR PREFERENCE**

Not Applicable

### **1.34 RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws, ordinances, and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Cooperation with the Inspector General required by Section 20.55(5) F.S. & LAP Agreement, 17.o. Respondents are responsible for being familiar with all Federal, State and Local laws, ordinances, codes, rules, and regulations that may in any way affect the goods or Services offered.

### **1.35 MODIFICATION OF PROPOSAL**

No unsolicited modification to the submitted Proposal will be permitted after the deadline for submittal of Proposals has passed.

### **1.36 TRUTH-IN-NEGOTIATION STATEMENT**

The selected Respondent must provide a written statement stating, "wage rates and other factual unit cost supporting the compensation are accurate, complete and current" prior to Contract execution (**See Attachment "C"**)

### **1.37 LATE SUBMITTALS**

The City will not accept Proposals received after opening time and encourages early submittal.

### **1.38 ATTORNEYS' FEES**

In the event of any dispute arising under or related to this Solicitation and/or the Contract issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Contract, including all such actual attorney fees, costs, and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

### **1.39 CONFLICTS OF INTEREST**

The City's Conflict of Interest guidelines, provided under Chapter 2, Article VI, Division 1, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ

who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with awarded vendors or Respondents providing professional services on Work assigned to the selected Respondent. All Respondents are hereby placed on notice that if awarded a Contract pursuant to this Solicitation and as specified in 23 CFR 1.33 and requirements of 23 CFR 172.7(b)(4),, no person having such conflicting interest shall be employed by the Respondent. "No member, officer of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof". Respondents must execute and submit Conflicts of Interest/Confidentiality Certification (**See Attachment "D"**).

### **1.44 THE CITY OPTIONS**

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone, or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

### **1.45 TIE-BREAKER PROCEDURE**

If two (2) or more ranked consultants are tied and it is necessary to break the tie, the tie shall be broken, and the higher ranked vendor or vendors shall be selected by the following criteria presented in order of importance and consideration:

1. Preference to vendor receiving a majority of the total first-place votes.
2. Preference to the vendor receiving the highest points given for the highest weighted evaluation criteria.
3. A re-vote or re-assessment of only the tied vendors.

#### **1.45 TERMINATION FOR CAUSE AND FOR CONVENIENCE**

The City, at its sole discretion, reserves the right to terminate this Contract with or without cause upon ten (10) days written notice to the Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to the notice of termination. The City shall be the sole judge of "reasonable costs".

#### **1.46 PERFORMANCE EVALUATION**

Consultants have the right to receive feedback on their performance, positive or negative. The vendor shall have the right to respond to negative feedback. The City's designated contract administrator shall use the Vendor Non-Performance and Vendor Performance forms to report and assess consultant.

The remove Non-Performance Form shall be used to notify the Purchasing Department of a consultant's failure to perform in accordance with contract Terms and Conditions and Scope of Services. Consultants will be notified of the complaint and will be provided with a reasonable opportunity to respond. Non-Performance Evaluations shall occur as often as necessary. Consultants receiving a notice of Non-Performance shall be required to provide a written response either detailing the reasons why the Non-Performance issues are not accurate or providing a corrective action plan that is acceptable to the City.

The Performance Evaluation Form shall be used to assess a consultant's overall performance during the term of a contract. Ratings shall be in accordance with the Contract Terms and Conditions and Scope of Services. Vendor Performance Evaluations shall be completed at

least every twelve (12) months for all contracts with a term longer than one (1) year.

The Purchasing Department shall meet with the user department and the consultant to discuss the consultant's non-performance and establish a corrective action plan. The consultant shall be provided with a mutually agreed upon probationary period to implement its corrective actions plan. If the vendor's response or corrective action is still a concern, the City shall provide the vendor with a Show Cause Notice for contract termination.

#### **1.47 ALLOWABLE COSTS**

Determination of allowable costs in accordance with Federal Cost principles will be performed for services rendered under the contract.

#### **END OF SECTION**

## **SECTION 2.0**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The City of North Miami, Florida is hereby soliciting proposals from qualified and experienced firms to provide **CEI Services**(including monitoring and inspection of the work required under various construction contracts and coordinating with other public agencies, utilities, and affected property owners) and **Construction Materials Inspection** (including conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations. The work that will be completed includes the replacement of the existing pedestrian bridge, bridge demolition, canal excavation, new bridge construction, and sidewalk installations, etc.

#### **2.2 TERM OF CONTRACT**

The initial term of the Contract shall be negotiated and agreed to by the parties prior to submittal for review and award by the City Council. See Section 3.2 (page 22) for anticipated project schedule.

#### **2.4 METHOD OF AWARD**

See Section 5 for method of evaluation and award.

#### **2.5 MINIMUM QUALIFICATIONS**

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources, and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

##### **2.5.1 LICENSING REQUIREMENTS**

In order to be considered a responsible and responsive vendor for the scope of work set forth in these RFQ documents, the firm shall possess the following licenses, to be included in their Proposal:

- a. Florida Professional Engineer License

**2.5.2** The successful vendor must be pre-qualified by FDOT to perform the following types of work and include proof of qualification in their Proposal:

- b. Roadway CEI (Work Type 10.1 of Florida Administrative Code)
- c. Construction Material Inspection (Work Type 10.3 of Florida Administrative Code)

**2.5.3** The successful vendor must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

**2.5.4** The successful firm must have a minimum of five (5) years' experience in providing Roadway CEI (including responsible charge experience as a project engineer on a roadway construction inspection project) and Construction Material Inspection (including responsible experience in bridge or roadway construction inspection) services.

**2.5.5** References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies for which it has provided Services of similar scope for within the last five (5) years. Only one reference may be used for projects completed/services provided for the City of North Miami.

***NOTE: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the***

***City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.***

## **2.6**

### **INSURANCE AND INDEMNIFICATION**

**Respondents must submit with their responses**, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

#### **2.6.1 COMMERCIAL GENERAL LIABILITY**

Minimum limit of \$1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expenses.

#### **2.6.2 PROFESSIONAL LIABILITY (Errors and Omissions)**

The minimum limit of \$1 Million covering any errors or omissions of the Consultant in the performance of professional Services; the Self-Insured Retention shall not exceed \$25,000. If the self-insured retention (SIR) or deductible exceeds \$25,000, the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. Policies written on a "Claims-Made" basis shall include a Retroactive Date equal to or preceding the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, Consultant shall purchase a SERP with a minimum reporting period of not less than three (3) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

#### **2.6.3 COMMERCIAL AUTOMOBILE LIABILITY**

Minimum limit of \$1 Million, covering any auto including owned, non-owned, hired, or leased. In the event Consultant owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing the Consultant to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Consultant agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

#### **2.6.4 WORKER'S COMPENSATION**

As required by the State of Florida and in accordance with F.S.440, with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami and Florida Department of Transportation (FDOT) as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.**

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of a B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management Director prior to signing of Contract. Consultant may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify

the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Consultant.

Consultant must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFQ. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the successful Consultant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Consultant under the Contract.

To the fullest extent permitted by law, the City's contractor shall indemnify and hold harmless the City, the State of Florida, Department of Transportation, and their officers, employees, agents and instrumentalities from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and costs of defense, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the City's sovereign immunity

Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may ensue thereon.

Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Consultant must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

## **2.7 FAILURE TO PERFORM**

If in the opinion of the City's representative the Consultant refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then City's representative may notify the Consultant that the City will terminate the contract.

If at any time the City's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City's representative may notify the Consultant to discontinue all Work under Contract. The Consultant shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City may there-upon look to the next responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof

to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

**2.8 FEDERAL AND STATE REGULATIONS**

The Consultant shall comply with all applicable federal, state, and local rules and regulations regarding the provision of Services.

**2.9 ACCEPTANCE OF SERVICES BY THE CITY**

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

**2.10 NOTICE TO PROCEED**

The Consultant shall neither commence any Work, nor enter City Work premises, until a written Notice-to-Proceed has been issued by the City directing the commencement of Work.

**2.11 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONSULTANT**

Unless otherwise provided by in this Solicitation, the Consultant shall furnish all labor, materials, equipment, and coordination of services as necessary for successful Contract performance.

**2.12 NO DAMAGES FOR DELAY**

The Consultant shall not be entitled to a claim for damages including, but not limited to, loss of profits, commissions, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the service from any cause whatsoever including an act or neglect of the City, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in service delivery, unavoidable problems with turnaround, or other causes beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the Service Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

**2.13 CITY COUNCIL MEETING**

The Consultant must be available to attend City Council meetings when required. Consultant must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint handouts) if requested by City Council and/or an authorized City representative.

**2.14 SOLICITATION CLARIFICATIONS AND INQUIRIES**

For any additional information concerning procedures for responding to this Solicitation, contact the Purchasing Department, at (305) 895-9886 or via email at [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov). Such Contact is to be for procedural clarification purposes only. Any questions or requests for clarifications pertaining to the specifications or Scope of Work of this Request for Qualifications must be submitted in writing by email. The Solicitation

number and title must be included on all correspondence. All responses to questions or clarifications will be addressed by written addendum to the Solicitation. No questions will be received verbally or after said deadline.

## **2.15 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

The City reserves the right to reject any and all proposals and to waive minor irregularities in the procedure.

## **2.16 CONDITIONS OF PROPOSALS**

**2.16.1** Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

**2.16.2** Completeness – All information required by this RFQ must be supplied to constitute an acceptable Proposal.

**2.16.3** Public Opening – All Proposals will be publicly opened at the time and place specified.

**2.16.4** Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conform to the RFQ and are most advantageous to the City. Several firms may be designated as approved qualified vendors for the delivery of goods and/or services from this contract through the effective period of the award. Successfully qualified Consultants shall be notified in writing of award.

**2.16.5** Contract - A Contract (the "Agreement") will be awarded in accordance with City Council approval, and Florida Statutes, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The Agreement is provided herein as an attachment to this RFQ.

## **2.17 TRADE SECRETS**

The City of North Miami is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials and data submitted as part of a Proposal in response to a Request for Qualifications are governed by the disclosure, exemption and confidentiality provisions relating to public records in the Florida Statutes.

Except for materials that are "trade secrets" or "confidential" as defined by Chapter 812, Florida Statute, ownership of all documents, materials and data submitted as part of Proposal in response to a Request for Qualifications shall exclusively to the City.

To the extent that the Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not being declared as trade secrets. In addition, the Proposer shall cite for each trade secret being claimed on each relevant page the Florida Statute number which supports the designation. Furthermore, the Proposal shall contain a brief written explanation as to why the information is being claimed as a trade secret and fits the cited statute number. Finally, the Proposer shall submit one (1) additional hardcopy and one (1) additional digital copy that redacts all designated trade secrets.

## **2.18 METHOD OF PAYMENT**

### **2.18.1 Florida Prompt Payment Act**

Payment shall be made in accordance with Section 218, Part VII of the Florida Statutes.

## **2.18.2 Specific Rates of Compensation**

The City shall provide payments on the basis specific rates of compensation using direct labor hours at specified hourly rates, including direct labor costs, indirect costs, and fee or profit, plus any other direct expenses or costs, subject to an agreement maximum or not to exceed amount.

The Vendor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City representative has inspected and approved the completed portion of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

## **2.18.3 Invoice Requirements**

All invoices shall contain the following basic information:

a) **CONTRACTOR INFORMATION:**

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Respondent's Federal Identification Number on file with the State

b) **CITY INFORMATION:**

- City Purchase Order Number

c) **PRICING INFORMATION:**

- Unit price of the Services
- Extended total price of the Services
- Applicable discounts

d) **SERVICES PROVIDED PER CONTRACT:**

- Description
- Quantity

e) **DELIVERY INFORMATION:**

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, services, or property

f) **FAILURE TO COMPLY:**

- Failure to submit invoices in the prescribed manner will delay payment.

The City will pay the contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

## **2.19 INCENTIVE/DISINCENTIVE CLAUSE**

Not applicable to this contract.

## **2.20 INDIAN PREFERENCE ON FEDERAL-AID PROJECTS**

Not applicable to this contract.

## **2.21 LOCAL HIRING PREFERENCE**

Not applicable to this contract.

**2.22 RECORDS RETENTION**

The City shall retain all records associated with this project for a minimum of five (5) years from the date of final payment.

**END OF SECTION**

## **SECTION 3.0**

### **SCOPE OF SERVICES/ TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

The City of North Miami, Florida is hereby soliciting proposals from qualified and experienced firms to provide CEI Services (including monitoring and inspection of the work required under various construction contracts and coordinating with other public agencies, utilities, and affected property owners) and Construction Materials Inspection (including conducting inspections and investigations of various highway materials or products, together with the proper recording, analysis, and reporting of results and recommendations). The work that will be completed includes the replacement of the existing pedestrian bridge, bridge demolition, canal excavation, new bridge construction, and sidewalk installations, etc.

The selected firm must have a Resident Compliance Specialist on their team throughout this entire project. The selected firm shall also provide CEI duties during construction and through project closeout including, but limited to, the following:

- 3.1.1. Assisting the City with compliance verification of all documentation required of the Contractor selected for this project.
- 3.1.2. Being present on the project site when the contractor is working.
- 3.1.3. Inspecting and administering the construction contract.
- 3.1.4. Conducting and attending weekly progress meetings. The frequency of these progress meetings may be decreased at the City's discretion. The CEI will be responsible for scheduling and conducting the meetings as well as providing agendas and meeting minutes.
- 3.1.5. Reviewing pay estimates and change order requests and recommending approval or rejection to the City.
- 3.1.6. Reviewing applications for Payment from the Contractor and providing written response within seven (7) days of receipt of the application noting any deficiencies preventing the pay application from being complete. CEI shall gather all required documents from the Contractor and once quantities have been verified, the CEI shall sign the application for payment and submit it to the City.
- 3.1.7. Making sure the contractor's work is done in accordance with the contract specifications.
- 3.1.8. Completing daily inspection reports with associated photos, truck tickets, material verification and all other LAP required documents on a weekly basis.
- 3.1.9. Submitting LAP required documentation and site photos on a weekly basis.

- 3.1.10. Conducting all inspections, interviews and reports required in the field (daily inspection reports, bulletin board inspections and reports, employee interviews, truck driver interviews, material inspections, etc.)
- 3.1.11. Providing an engineer's summary letter on a monthly basis including all daily reports for the preceding month and basic project information such as elapsed time, project completion status, amount paid to Contractor to-date, and general construction activity summary.
- 3.1.12. Being aware of and immediately reporting and Temporary Employment Agency/Day Laborers, segregation/discrimination, or independent workers on the job.
- 3.1.13. Observing and reporting uniforms on employees, overtime worked and classification of employees.
- 3.1.14. Completing monthly wage verification interviews, truck driver interviews and Equal Employment Opportunity (EEO) Project Bulletin Board inspection.
- 3.1.15. Verifying all subcontractors and reporting to the City any subcontractors that are not certified for the project.
- 3.1.16. Providing full-time inspection during construction by a qualified construction inspector.
- 3.1.17. Conducting periodic site visits as necessary to resolve Requests for Information (RFI) or other project issues.
- 3.1.18. Providing written responses to Contractor RFI within seven (7) calendar days of receipt.
- 3.1.19. Reviewing all submittals and shop drawings supplied by the Contractor and providing a response within seven (7) calendar days of receipt. If the submittal is rejected, then the reasons for the rejection must be provided in writing. All approvals and rejections shall be provided in writing.
- 3.1.20. Maintaining submittal and RFI logs.
- 3.1.21. Reviewing and approving Proctor/LBR reports and reviewing density test reports.
- 3.1.22. Reviewing Contractor's monthly reports for compliance with contract plans, EEO compliance and previous disbursement to subcontractors.
- 3.1.23. Reviewing and approving certified payroll for prime contractors and their subcontractor(s) on a weekly basis.
- 3.1.24. Attending all walkthroughs for Substantial and Final Completion and generating punch-lists of outstanding items to be resolved.
- 3.1.25. Issuing Certificate of Completion documents signed and sealed by a Florida Licensed Professional Engineer.

### **3.2 PROJECT SCHEDULE**

The anticipated schedule for this project is as follows:

RFQ Advertisement	Monday, July 1, 2024
Proposal Submittal Deadline	Friday, August 2, 2024
City Council Approval	Tuesday, September 24, 2024
Notice to Proceed	Monday, October 21, 2024

**END OF SECTION**

## **SECTION 4.0 PROPOSAL FORMAT**

### **I. PROPOSAL FORMAT**

Respondents should carefully follow the format and instructions outlined throughout this section, observing format requirements where indicated. All materials are to be submitted on 8 1/2" X 11" papers, paginated and separated by tabs to identify each required section, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required. Also, when submitting your one (1) complete electronic copy on CD or USB Flash Drive in Adobe or Word format be sure to promptly label it with your company's name, Solicitation number and title.

Please be concise in all responses. If any category is NOT APPLICABLE, so expressly state. Proposals which do not include the required documents may be deemed NON-RESPONSIVE and may not be considered for evaluation.

#### **A. COPIES**

Please submit an original Proposal and be sure to clearly mark it as "Original". In addition, three (3) duplicate hardcopies of the original Proposal must also be submitted. Each copy of the Proposal is distributed to an Evaluation Committee Member. If your Proposal copies are incomplete your Proposal may be deemed Non-Responsive. One (1) USB Flash Drive containing a complete digital copy of your proposal is also requested with this Solicitation.

#### **B. SUBMITTAL**

Proposals are to be submitted in a sealed envelope/box bearing the name of the Respondent, company, and the address as well as the title and number of the Solicitation no later than the deadline specified in the Solicitation Timetable. Immediately after the deadline passes all Proposals received on a timely basis shall be opened and read in the City Council Chambers located on the Second Floor of City Hall.

**PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED AND NO TIME EXTENSIONS WILL BE PERMITTED. QUALIFICATIONS RECEIVED AFTER THE TIME AND DATE FOR RECEIPT OF QUALIFICATIONS WILL BE RETURNED UNOPENED. EACH RESPONDENT SHALL ASSUME FULL RESPONSIBILITY FOR TIMELY DELIVERY AT THE LOCATION DESIGNATED FOR RECEIPT OF QUALIFICATIONS.**

Address your Proposal to the City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161.

**Proposals shall be submitted in a sealed package and must be clearly marked on the outside of the package with a label as set forth below:**

**"IMPORTANT - SOLICITATION ENCLOSED  
CEI Services for Pedestrian Bridge Replacement Over C-8 Canal Project  
RFQ No. XX-XX-XX  
Respondent Name: \_\_\_\_\_ "**

## II. MANDATORY SUBMITTAL REQUIREMENTS

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The proposal must include the following information:

**A. Cover Page (Included in Section 6 of this RFQ)**

Include this sheet as the very first sheet of your Proposal. Please complete the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFQ.

**B. Table of Contents**

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

**C. Business Structure**

Corporations, Partnerships, etc. - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

Describe the Respondent's prime firm including key officers, years in business, etc.

**D. Firm's Related Project Experience (30 Points)**

Indicate the firm's experience in providing the necessary services referenced in this Solicitation. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFQ.

Include completed and ongoing CEI projects of similar scope and identify LAP experience. Include detailed project description, construction cost, dates services were rendered, date of final construction completion, identify key personnel involved and include any other pertinent information.

Describe project history between prime firm and sub-consultant firms (if any).

**E. Qualifications of the Project Team (35 Points)**

Respondents must submit a Qualification Statement. Provide a list of personnel and project managers to be used and their qualifications. A brief resume including education, experience, licenses and certifications and any other pertinent information shall be included for each team member, for each professional category, including sub-consultants (**Form "A-6"**). Provide any other documentation which demonstrates their ability to satisfy all of the minimum qualification requirements.

Describe any other experiences related to the work or services described in the Scope of Services, and any other information which may be specific to the requirements

Include any technical staff. Technical staff shall be considered as those persons proposed to be associated with the implementation of the project - project managers, engineers, supervisors, estimators, etc.

Respondent must clearly reflect in its proposal any Sub-Consultants to be utilized. The City retains the right to accept or reject any Sub-Consultants proposed.

**F. Proposed Approach and Methodology (25 Points)**

Describe your firm's understanding of the scope of work for this project. Provide a management plan and clearly describe your firm's approach to successfully undertaking this type of project.

**G. References (10 Points)**

Indicate at least three (3) clients with whom the City may speak with during the evaluation phase. (**Form A-14**)

The Respondent must provide references for at least three (3) clients for projects similar to the Solicitation. Past projects must have been completed within the last five (5) years from proposal submission. Respondents are expected to provide information on each project by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the City for evaluation purposes.

***NOTE: Please be advised that it is the sole responsibility of each Respondent to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Respondent may be deemed NON-RESPONSIVE.***

**H. Additional Information**

Provide any additional and/or relevant information regarding the firms' capability in regards to similar projects.

**I. Litigation**

Provide a listing of all lawsuits or proceedings involving the Respondent within the past ten (10) years, including case names and numbers, courts, nature of the actions and disposition or status of each case.

**J. Insurance Requirements**

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. (**Form A-7**)

**K. RFQ Forms**

The following forms (included as "Attachment I") must be submitted in the following order:

- Form A-1 Public Entity Crimes Affidavit
- Form A-2 Non-Collusive Proposal Certificate
- Form A-4 Questionnaire Instructions
- Form A-5 Acknowledgement of Addenda (*if applicable*)
- Form A-6 Disclosure of Subcontractors & Suppliers (*if applicable*)
- Form A-7 Insurance Requirements (*Provide copies of the required Insurance or letter of intent to provide required insurance*)
- Form A-14 References

All of our RFQ forms can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

**L. FDOT Forms**

- The following forms must be submitted with your Proposal:
- Truth in Negotiation Certification (Attachment "C")
- Conflicts of Interest/Confidentiality Certification (Attachment "D")
- Certification Regarding Debarment, Suspension for Federal Aid Contracts (Attachment "E")
- Lobbying Certification (Attachment "F")
- Disclosure of Lobbying (Attachment "G") (if applicable)

All of the FDOT forms referenced above can be found in the Attachments of this  
Solicitation as well as on the FDOT website at the link below:

<http://www.fdot.gov/programmanagement/LAP/Forms/LapForms.shtm>

**Please ensure to include all applicable forms with your Proposal documents signed and  
notarized as required.**

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the  
Respondent to check the City's website for all applicable addenda issued at:  
[http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Completed responses shall include all the above information including all required forms included  
with this RFQ or RFQ submittal may be rejected.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND  
DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.**

**END OF SECTION**

## **SECTION 5.0**

### **EVALUATION CRITERIA/SELECTION PROCESS**

#### **5.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract(s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFQ and agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal. Neither the City nor its representatives will be responsible for any error or omission in any proposal, or for the failure on the part of any respondent to determine the full extent of the exposure.

#### **5.2 EVALUATION PROCESS**

The evaluation and award of the submitted Qualifications shall be consistent with Florida's Consultants' Competitive Negotiations Act (CCNA) (section 287.055, Florida Statutes). The City shall appoint an Evaluation Committee to review and evaluate the qualifications, prior experience, and proposed development of each Respondent.

Respondents who have met the responsiveness and responsibility conditions will be evaluated by the Committee in accordance with the criteria detailed under this Section. Evaluation Committee members will independently score the Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in this Solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the criteria described below.

Upon completion of the technical criteria evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Respondent(s), which the Evaluation/Selection Committee deems to warrant further consideration based on the best-rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### **5.3 EVALUATION OF PROPOSALS**

Criteria will be scored on a scale of “0” to “100” per evaluator with the maximum number of points available for each criterion as noted in this section. Scoring is based on a point total per evaluator and not a percentage. The final ranking will be based on the sum total of the Committee’s score for each Respondent.

The specific criteria that will be utilized is as follows:

	<b>Criteria</b>	<b>Maximum Points</b>
1	Firm’s Related Project Experience	30
2	Qualifications of the Project Team	35
3	Proposed Approach and Methodology	25
4	References	10
<b>Total</b>		<b>100</b>

### **5.4 COMMITTEE INTERVIEWS**

Respondents may be invited by the committee to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be for each Respondent to describe their experience and qualifications to the Committee and for the Committee members to have an opportunity to ask questions of each Respondent relative to their experience and qualifications. The presentation may clarify but may not modify the prior written submission. Any verbal communication between the presenter(s) and Evaluation Committee during presentations is intended only for the purpose of providing clarification in response to questions from the Evaluation Committee. These discussions shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodation, etc.).

### **5.5 NEGOTIATION PROCESS**

If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next qualified, responsible, and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

The selected Respondent must provide a written statement stating “wage rates and other factual unit cost supporting the compensation are accurate, complete and current” prior to Contract execution (**See Attachment “C”**)

**END OF SECTION**



## **Section 6 – Proposal Forms**

Cover Page & Contact Information Form  
Proposal Submittal Checklist



**COVER PAGE & CONTACT INFORMATION**

**RFQ No. 60-23-24**

**CEI SERVICES FOR PEDESTRIAN BRIDGE REPLACEMENT OVER C-8 CANAL**

This form should be included as the first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Proposer(s): \_\_\_\_\_

Federal Employee  
Identification (FEIN)  
Number: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to keep this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

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

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

Title of Officer: \_\_\_\_\_



**RESPONSE SUBMITTAL CHECKLIST**  
**CEI SERVICES FOR PEDESTRIAN BRIDGE REPLACEMENT OVER C-8 CANAL PROJECT**  
**RFQ No. 60-23-24**

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises.

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

Tab/Page No.	Proposal Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Response Submittal Checklist	
Tab/Page No.	Narrative	OFFICE USE ONLY
	Table of Contents	
	Business Structure	
	Firm's Related Project Experience	
	Qualifications of Project Team	
	Proposed Approach and Methodology	
	Additional Information	
	Litigation	
Tab/Page No.	City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda ( <i>if applicable</i> )	
	A-6 Disclosure of Subcontractors & Suppliers ( <i>if applicable</i> )	
	A-7 Insurance Requirements	
	A-14 References	
Tab/Page No.	Other Required Forms	OFFICE USE ONLY
	Truth in Negotiation Certification (Attachment "C")	
	Conflicts of Interest/Confidentiality Certification (Attachment "D")	
	Certification Regarding Debarment, Suspension for Federal Aid Contracts (Attachment "E")	
	Lobbying Certification (Attachment "F")	
	Disclosure of Lobbying (Attachment "G") ( <i>if applicable</i> )	



**Section 7  
Cone of Silence Ordinance**

## **Cone of Silence Notification**

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on [www.demandstar.com](http://www.demandstar.com) and on <https://northmiamifl.gov/bids.aspx>

Please do not communicate with vendors regarding:

### **CEI Services for Pedestrian Bridge Replacement Over C-8 Canal Project RFQ No. 60-23-24**

#### **DIVISION 8. CONE OF SILENCE**

##### **Sec. 7-192. Cone of Silence.**

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council, and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any

change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

- (1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;
- (2) Communications with the city attorney and his or her staff;
- (3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;
- (4) Emergency procurements of goods or services pursuant to section 7-144;
- (5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and
- (6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

**Sec. 7-193. Procedure.**

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the city clerk, with a copy thereof to each city council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of

silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



## **Attachment "A"**

### **LAP Terms for Federal-Aid Contracts**

**(FDOT Form 375-040-84)**

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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, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. 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.

"The subconsultant, subrecipient 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."
- Pursuant to 49 CFR26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parities within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. 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.

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- Q. 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.
- R. 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
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.

- S. 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.

- T. 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.
- U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.
- The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
- W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

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organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS:** (Compliance with 49 CFR, Section 20.100(b)(1)) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, 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. (b) 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 Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) 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 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. (3) The Consultant also certifies by signing this contract that the Consultant shall require 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.

## **Statement for Loan Guarantees and Loan Insurance**

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a perquisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. **Buy America:** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.



## **Attachment “B”**

### **DBE Bid Package Information**

**(FDOT Form 275-030-11)**

## **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 10.67% 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-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtm>

## **DBE/AA Plans**

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

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

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

E-mail the completed and signed DBE AA Plan to: [eeoforms@dot.state.fl.us](mailto:eeoforms@dot.state.fl.us).

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



## **Attachment "C"**

### **Truth-in-Negotiations Form**

**(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 \_\_\_\_\_



## **Attachment “D”**

### **Conflict of Interest/Confidentiality Certification**

**(FDOT Form 375-030-50)**

## 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.

## VERSIONS

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

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

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

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

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

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

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

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

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

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

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

### **Technical Review Committee Members:**

### Printed Names

### Signatures

Date

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

## Additional Page

Advertisement No./  
Solicitation No

### Description

Financial Project Number(s)

## **Technical Review Committee Members: (Continued)**

### Printed Names

## Signatures

Date


## DOT Technical Advisors:

## Printed Names

## Signatures

Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
SELECTION COMMITTEE**

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.

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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.

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

Advertisement No./  
Solicitation No

### Description

### Financial Project Number(s)

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

#### **Selection Committee Members:**

Date:

### Printed Names

### Signatures

## **CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE**

## Additional Page

Advertisement No./  
Solicitation No

### Description

### Financial Project Number(s)

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

### **Selection Committee Members:**

## Printed Names

## Signatures

## **CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES**

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

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

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*(continued on next page)*

Printed Names	Signatures	Date
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## **CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES**

## Additional Page

Advertisement No./  
Solicitation No

### Description

Financial Project Number(s)

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

## Printed Names

## Signatures

Date

**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.

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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

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION  
TECHNICAL REVIEW/AWARDS COMMITTEE  
LOW BID PROJECTS  
Additional Page**

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

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

### Printed Names

## Signatures

Date

**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.

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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.

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

Printed Names	Signatures	Date

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

## Additional Page

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

## **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.

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

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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..

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

### Printed Names

## Signatures

Date


## CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

**Additional Page**

Advertisement No./  
Solicitation No

### Description

### Financial Project Number(s)

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

## Printed Names

## Signatures

Date



**Attachment "E"**

**Certification Regarding Debarment, Suspension for  
Federal Aid Contracts**

**(FDOT Form 375-040-32)**

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.



## **Attachment "F"**

### **Certification for Disclosure of Lobbying Form**

**(FDOT Form 375-030-33)**

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

375-030-33  
PROCUREMENT  
01/24

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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: \_\_\_\_\_



## **Attachment "G"**

### **Disclosure of Lobbying Activities Form**

**(FDOT Form 375-030-34)**

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 _____, if known: <hr/> <hr/>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> <hr/> <hr/>	
Congressional District, if known: 4c _____	Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> <hr/> <hr/>	<b>7. Federal Program Name/Description:</b> <hr/> <hr/>	
<b>8. Federal Action Number, if known:</b> <hr/>	<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> <hr/> <hr/>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <hr/> <hr/>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

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

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



## **Attachment "H"**

### **Sample Agreement**

**CITY OF NORTH MIAMI**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(RFQ No. 60-23-24; CEI Services for Pedestrian Bridge**  
**Replacement Over C-8 Canal Project)**

**THIS PROFESSIONAL ENGINEERING SERVICES AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and [Consultant Name], a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at [Address] ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, on \_\_\_\_\_, the City of North Miami ("City") advertised ***Request for Qualifications No. 60-23-24, CEI Services for Pedestrian Bridge Replacement Over C-8 Canal Project*** ("RFQ"), for the purpose of retaining an experienced, licensed and insured professional engineering firm to provide Construction, Engineering and Inspection services.

**WHEREAS**, the RFQ was administered in accordance with the State of Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes (2015); and

**WHEREAS**, in response to the RFQ, Consultant submitted its sealed Qualifications for the provision of professional Engineering and Consulting Services, and was subsequently selected by City administration as having those qualifications and references most advantageous to the City; and

**WHEREAS**, on \_\_\_\_\_, 2024, the Mayor and City Council passed and adopted Resolution No. 2024-\_\_\_\_\_, approving the selection of Consultant for the provision of Services on a continuing-contractual basis; and

**WHEREAS**, the City is in need of CEI services associated with the Pedestrian Bridge Replacement Over C-8 Canal Project (collectively referred hereto as "Services"); and

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City's ***Request for Qualifications No. 60-23-24, CEI Services for Pedestrian Bridge Replacement Over C-8 Canal Project***, attached hereto by reference;

2.1.2 Consultant's response to the RFQ ("Qualifications"), attached hereto by reference;

2.1.3 Resolution No. R-2024- , passed and adopted by the Mayor and City Council on \_\_\_\_\_, 2024, approving the selection of Consultant authorizing the execution of this Agreement for the provision of Services attached hereto as Exhibit "A";

2.1.4 Any additional documents which are required to be submitted by Consultant under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The RFQ.

2.2.4 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFQ prior to Consultant submitting its Qualifications or the right to clarify same shall be waived.

### **ARTICLE 3 – TIME FOR PERFORMANCE**

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of \_\_\_\_\_ days, from the City's issuance of a Notice-to-Proceed, unless terminated earlier by the City. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance, which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

#### **ARTICLE 4 - COMPENSATION**

4.1 Consultant shall be paid the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as full compensation for Services, pursuant to Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all sub-consultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of sub-consultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a sub-consultant will be pursuant to an appropriate agreement between Consultant and sub-consultant which specifically binds the sub-consultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services, or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

#### **ARTICLE 6 - CITY'S TERMINATION RIGHTS**

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such an event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

#### **ARTICLE 8 - DEFAULT**

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 9 - ENGINEER'S ERRORS AND OMISSIONS**

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient design work without cost to City. The Consultant shall also be responsible for all damage resulting from such errors and omissions. The Consultant shall comply with the requirements of section 337.015, F.S. Claims against the consultant for time overruns and substandard work products not in conformance with contract specifications shall be vigorously pursued. Payment in full by the City for Services performed does not constitute a waiver of this representation.

#### **ARTICLE 10 - INDEMNIFICATION**

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Consultant's

negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs, or pre-judgment interest.

### **ARTICLE 11 - INSURANCE**

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City of North Miami and the Florida Department of Transportation (FDOT) is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described in the RFQ and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Consultant shall not permit any sub-consultant to begin work until after similar minimum insurance to cover sub-consultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

### **ARTICLE 12 - OWNERSHIP OF DOCUMENTS**

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes, including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost

to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

12.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

### **ARTICLE 13 - NOTICES**

13.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Consultant: [Consultant Name]  
c/o \_\_\_\_\_  
[Street Address]  
[City, State, Zip Code]

For the City: City of North Miami  
Attn: City Manager  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

With copy to: City of North Miami  
Attn: City Attorney  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

13.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

13.3 In the event there is a change of address, and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

### **ARTICLE 14 - CONFLICT OF INTEREST**

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

14.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. The venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of five (5) years after final payment is made under this Agreement.

15.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes, and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm, or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors, and assigns.

15.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the RFQ, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

15.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[The remainder of this page is intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:  
Corporate Secretary or Witness:

[Consultant Name]:  
“**Consultant**”

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

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

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

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

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

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

ATTEST:

City of North Miami, a Florida municipal corporation:  
“**City**”

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_  
Anna-Bo Emmanuel, Esq., FRA-RP  
Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Jeff P. H. Cazeau  
City Attorney



## **Attachment "I"**

### **City Contract Forms**



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
 by \_\_\_\_\_  
 for \_\_\_\_\_  
 whose business address is \_\_\_\_\_  
 and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**FORM A-1**

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

---

[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



**FORM "A-2"**

**NON-COLLUSIVE BIDDER CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, on this day personally appeared  
\_\_\_\_\_  
(Authorized Officer), who being by me  
duly sworn, deposes and says:

1. That he/she is the \_\_\_\_\_ of the corporation/partnership known and styles as \_\_\_\_\_, duly formed under the laws of the State of \_\_\_\_\_, on \_\_\_\_\_, 20\_\_\_\_\_, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.
  
2. That \_\_\_\_\_ (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of \_\_\_\_\_, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.
  
3. That \_\_\_\_\_ (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.
  
4. That \_\_\_\_\_ (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.
  
5. That \_\_\_\_\_ (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.



6. That no officer of \_\_\_\_\_ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the bid opening.

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

Its: \_\_\_\_\_  
Authority Warranted

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



FORM A-5

ADDENDUM TO BID DOCUMENTS

BID NUMBER: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

---

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

Addendum No. 9 \_\_\_\_\_

Addendum No. 10 \_\_\_\_\_

Acknowledged by:

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

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

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



## Form "A-7"

### General Insurance Requirements

Bidders must submit with their bid or proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – Statutory limits and Employer's Liability Insurance - \$1,000,000
- Fidelity / Dishonesty Coverage - \$500,000 per occurrence
- Professional Liability (Errors and Omissions) Insurance –
  1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
  2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date;
  3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
- Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
- Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury & property damage.

The successful Bidder(s) must submit, prior to signing of contract, a Certificate of Insurance including the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Consultant shall guarantee all required insurance remain current and in effect throughout the term of contract.

**Please note:** The insurance requirements listed above are general in nature and should only be used as an indication of the most frequently required levels of coverage. Actual requirements may vary and will be fully documented within each individual IFB/RFP.



### **Form A-6 – Bidder/Respondent's Disclosure of Subcontractors/Sub-consultants**

**Solicitation Number:** \_\_\_\_\_

**Prime Bidder/Respondent Name:** \_\_\_\_\_

**Team Composition Plan:** Please list all proposed subcontractors /sub-consultants for this contract. The selected Respondent shall not change or substitute subcontractors /sub-consultants from those listed below without prior written approval from the City. Attach additional forms as necessary. Copies of subcontractor/sub-consultant contracts must be made available upon request.

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	Percentage of Contract	Diversity Classification(s) (see key below)
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	
Subcontractor/ Sub-consultant					_____ %	

**Diversity Classification Key:**

A = Asian Owned  
H = Hispanic Owned

B = African American Owned  
N = Native American Owned

F = Woman Owned  
L = Local North Miami Business



**Form "A-9"**

**Bidder Must Submit With Bid  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we,

\_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of North Miami, Florida, as a municipal corporation of the State of Florida, hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

\_\_\_\_\_  
(Written Dollar Amount)

dollars (\$\_\_\_\_\_) lawful money of the United States of American, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

**WHEREAS**, the Contractor contemplates submitting or has submitted, a Bid to the City for the furnishing of **all** labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the Work covered in the Bid Documents which include the Project Manual, the detailed Plans and Specifications, and any Addenda thereto, for the \_\_\_\_\_ entitled, \_\_\_\_\_

**WHEREAS**, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after notice having been given of the Award of the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the Contractor within ten (10) consecutive calendar days after notice of such acceptance, enters into a written Contract with the City and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of North Miami and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Contractor.



**Form "A-9"**

**IN WITNESS WHEREOF**, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

**PRINCIPAL:**

(If sole Proprietor or partnership)

---

---

(Firm Name)

**BY** \_\_\_\_\_

**Title: (Sole Proprietor or Partner)**

**PRINCIPAL (If Corporation)**

---

(Corporate Name)

**BY** \_\_\_\_\_  
(President)

**Attest:** \_\_\_\_\_  
(Secretary)

**(CORPORATE SEAL)**

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

**SURETY:**

---

**(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner**

---

**By:** \_\_\_\_\_  
**Attorney-in-fact**

**(Power of Attorney must be attached)**



Form "A-10"

Successful Bidder must submit when Contract is signed

### **PERFORMANCE BOND**

(This bond meets and exceeds the requirements of Florida Statutes)

**STATE OF FLORIDA)**

ss

**COUNTY OF )**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_ as Surety, are firmly bound unto the City of North Miami, Florida, as Obligee, hereinafter called the City, in the Penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, entered into a certain contract with the City, hereto attached, for \_\_\_\_\_ Entitled, \_\_\_\_\_ which Contract is made a part hereof by reference thereto.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

**WHENEVER** the Principal shall be and is declared by the City to be in default under the Contract, or whenever the Contract has been terminated by default of the Contractor, the City having performed the City's obligations thereunder, the Surety shall:

- I. Complete the Contract in accordance with its terms and conditions, or at the City's sole option, shall:
2. Obtain a Bid or Bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety of the responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the City



**Form "A-10"**

to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the successors or assignees thereof.

The Surety shall and does hereby agree to indemnify the City and hold it harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, engineering and City fees or other professional services which the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractors agents, servants and/or employees, in, about or on account of the Construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the City of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.



**Form "A-10"**

**IN WITNESS WHEREOF**, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

**PRINCIPAL:**  
(If sole Proprietor or partnership)

---

\_\_\_\_\_ (Firm Name)

**BY** \_\_\_\_\_

**Title: (Sole Proprietor or Partner)**

**PRINCIPAL (If Corporation)**

---

(Corporate Name)

**BY** \_\_\_\_\_  
(President)

**Attest:** \_\_\_\_\_  
(Secretary)

**(CORPORATE SEAL)**

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

**SURETY:**

---

**(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner)**

**By:** \_\_\_\_\_  
**Attorney-in-fact**

**(Power of Attorney must be attached)**



**Form "A-11"**

Successful Bidder Must Submit when Contract is Signed

**LABOR AND MATERIAL PAYMENT BOND  
(SECTION 255.05, FLA. STAT.)**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, (CONTRACTOR), whose primary office is located at \_\_\_\_\_, and whose phone number is \_\_\_\_\_, and \_\_\_\_\_, as SURETY, are bound to the City of North Miami, Florida, as Obligee, (CITY), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment of which CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

**WHEREAS**, CONTRACTOR has entered into a Contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the CITY in response to \_\_\_\_\_ which is by reference made a part of this Bond and which shall be performed at \_\_\_\_\_ legally described as: \_\_\_\_\_

**THE CONDITION OF THIS BOND** is that if the CONTRACTOR:

- (1) Performs the Contract between the CONTRACTOR and the CITY, at the times and in the manner prescribed in the Contract; and
- (2) Promptly makes payments to all claimants, as defined in Section 255.05 (1), Florida Statutes, supplying CONTRACTOR with labor, materials, or supplies, used directly or indirectly by CONTRACTOR in the prosecution of the work provided for in the Contract; and
- (3) Pays CITY all losses, damages, expenses, costs and attorneys fees at trial and appellate proceedings, that CITY sustains because of default by CONTRACTOR under the Contract; and
- (4) Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract,

then this Bond is void; otherwise it remains in full force.

The SURETY waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or any changes does not affect the SURETY's obligation under this Bond.



## Form "A-11"

Whenever CONTRACTOR shall be, and is declared by CITY to be, in default under the Contract, and the CITY having performed CITY's obligations under the Contract, the SURETY shall promptly remedy the default or promptly:

- (1) Complete the CONTRACT in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, or, if the CITY elects, upon determination by the CITY of the lowest responsible Bidder, arrange for a Contract between such Bidder and CITY, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, including other costs and damages for which the SURETY may be liable. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the Contract and any amendments less the amount properly paid the CITY to CONTRACTOR.
- (3) The Surety shall defend, indemnify and hold harmless the City from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, at trial and appellate levels, engineering and Cityural fees or other professional services which the CITY may incur or which may accrue or be imposed upon the City by reason of any negligence, default, act and/or omission on the part of the CONTRACTOR, any Subcontractor or their agents, servants or employees, in, about, arising out of or on account of work and performance of the Contract by the CONTRACTOR.
- (4) This Bond shall remain in full force and effect until after the date of the City's acceptance of the work as is provided for in the Contract Documents. The CONTRACTOR guarantees to repair or replace all work performed and materials and equipment furnished, which are not performed or furnished according to the terms of the Contract. If no specific periods of warranty are stated in the Contract for any particular item of work, material or equipment, the CONTRACTOR warrants and guarantees the work, material or equipment for a minimum period of one (1) year from the date of the City's final acceptance of the Work.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City.

Any action under this Bond must be instituted in accordance with Section 255.05, Florida Statutes.



**Form "A-11"**

**IN WITNESS WHEREOF**, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS:**

**PRINCIPAL:**  
(If sole Proprietor or partnership)

\_\_\_\_\_  
(Firm Name)

**BY** \_\_\_\_\_

\_\_\_\_\_  
**Title: (Sole Proprietor or Partner)**

**PRINCIPAL (If Corporation)**

\_\_\_\_\_  
(Corporate Name)

**BY** \_\_\_\_\_  
(President)

**Attest:** \_\_\_\_\_  
(Secretary)

**(CORPORATE SEAL)**

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

**(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner)**

**SURETY:**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
Attorney-in-fact

**(Power of Attorney must be attached)**



## **Form “A-11”**

## **CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

---

Secretary Corporate  
Seal

## STATE OF FLORIDA )

ss

**COUNTY OF )**

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney in Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of North Miami, Florida.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.  
(Attach Power of Attorney)

Notary Public  
State of Florida-at-Large



## Form A-14: References

Provide the information requested below for each reference. If available, such references should be from public agencies. It is the sole responsibility of each Respondent to provide accurate information regarding these references. In the event that the City is unable to verify the project information submitted or if the information provided is incorrect, the Respondent may be deemed **NON-RESPONSIVE**. Attach additional pages as necessary.

**Client Name:** \_\_\_\_\_ **Contact Person**  
**(Name & Title):** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contract # (if available):** \_\_\_\_\_ **Dates Services Were Provided:** \_\_\_\_\_

**Description of Services Provided and Cost:** \_\_\_\_\_

---

**Client Name:** \_\_\_\_\_ **Contact Person**  
**(Name & Title):** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contract # (if available):** \_\_\_\_\_ **Dates Services Were Provided:** \_\_\_\_\_

**Description of Services Provided and Cost:** \_\_\_\_\_

---

**Client Name:** \_\_\_\_\_ **Contact Person**  
**(Name & Title):** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contract # (if available):** \_\_\_\_\_ **Dates Services Were Provided:** \_\_\_\_\_

**Description of Services Provided and Cost:** \_\_\_\_\_