

Bid #1920-40
BID SPECS
REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION ENGINEERING
AND INSPECTION SERVICES FOR CR 387 SCRAP PROJECT

TABLE OF CONTENTS

SECTION 1 –INTRODUCTION.....	2
1.1 Purpose.....	2
SECTION 2 -SCOPE OF WORK	2
2.1 CEI Requirements.....	2
2.2 Format Guide.....	7
SECTION 3 -PROCUREMENT RULES AND INFORMATION.....	8
3.1 Contact Person.....	8
3.2 Calendar of Events.....	8
3.3 RFQ Opening.....	8
3.4 Cost of Preparing RFQ.....	9
3.5 Disposal of RFQ.....	9
3.6 Rejection of RFQ.....	9
3.7 Verbal Instructions.....	9
3.8 Indemnification.....	9
3.9 Public Entity Crimes.....	10
3.10 Drug Free Workplace.....	10
3.11 Insurance Requirements.....	10
3.12 Protest.....	11
SECTION 4 - EVALUATION OF STATEMENTS.....	11
4.1 Evaluation Criteria.....	11

SECTION I – INTRODUCTION

1.1 Purpose:

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from qualified Engineering Firms, herein referred to as the "ENGINEER", to provide contract administration, inspection, and materials sampling and testing, for roadway improvements on CR 387 (Doc Whitfield Road). The proposed scope of work will include a combination of widening, resurfacing, and the addition of paved shoulders along 8.17 miles of CR 387 from SR 71 to Murphy Road. Engineering firms shall be FDOT qualified in Work Type 10.1: Roadway CEI.

SECTION 2 - SCOPE OF WORK

Services anticipated under this contract:

2.1 CEI Requirements:

2.1.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

2.1.2 Preconstruction Conference:

Conduct and schedule the Preconstruction Conference with the Owner, contractor, and any other pertinent personnel. Address and resolve all issues that arise at the meeting with appropriate offices, agencies, and divisions. Prepare and distribute detailed minutes of the meeting. Provide Contractor a list of all forms and reports due, when they should be submitted and to whom.

2.1.3 Progress Meetings:

Prepare the agenda, attend, and conduct meetings with the County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting and distribute written minutes to the appropriate agencies. Attend Board of County Commission meetings as necessary.

2.1.4 Project Administration:

Provide project administration and coordinate with the assigned County project manager. Prepare for and attend, when requested, any periodic or in-depth FDOT inspections that may be conducted on the project related to project work, progress or records. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Prior to starting work, submit to the County a listing of personnel assisted to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project. The Project Administrator shall also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

2.1.5 Provide Construction Inspection:

Provide effective and qualified inspection services. All CEI staff proposed for this project must meet the personnel requirements and qualifications listed in this RFQ.

2.1.6 On-Site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone traffic control plan and review of modifications to the Work Zone Traffic Control Plan, including alternate Work Zone Traffic Control Plan, in accordance with FDOT procedures. Consultant employees performing such services shall be qualified in accordance with FDOT requirements and procedures.

2.1.7 Supplemental Agreements/Construction Change:

Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the Standard Specifications and recorded on forms supplied by the FDOT. Submit Value Engineering Change Proposals to the County for analysis and distribution to the appropriate division(s). Develop change orders as approved by the FDOT and present to the Board of County Commissioners for their approval.

2.1.8 Shop Drawings:

Will review and sign off on all shop drawings prior to the Contractor submitting them to the appropriate Vendor.

2.1.9 Quality Assurance and Testing for Acceptance:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the special provisions of the Construction Contract. Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done.

2.1.10 Progress Payments:

The Consultant will document and accurately estimate quantities for Monthly Progress Payments. Test report will be on file prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications.

2.1.11 Revisions to the Contract Plans:

Any revisions to the contract plans or cross sections will be submitted by the Consultant to the County for processing.

2.1.12 Distribution of Correspondence:

A copy of all correspondence between the Consultant, contractor, subcontractors, or others concerning matters related to the project shall be maintained in an office file copy for submission with the project Final Records to the County.

2.1.13 Inspection of Work:

Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe, measure, and record all quantities for payment. These quantities and field measurements shall be recorded in the project records. The records will be recorded on a standard form (field book) approved by the County. Check traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or

problems immediately. Document weekly (or as often as necessary) project traffic control on weekly approved forms. Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field. Notify the contractor of deficiencies. Prepare to justify any and all pay quantities in the case of questions by the County or FDOT. Prepare an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept.
- Any other details that may be important later in the project life

2.1.14 Final Records:

Submit a compilation of project records to the County and FDOT (if necessary) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms with the final records.

2.1.15 Project Claims:

Prepare documentation and assist in the defense of the County and FDOT, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.

2.1.16 Project Certification:

Upon satisfactory completion of the project by the Contractor and in compliance with the required submittals, testing and documentation, submit written certification of compliance to the FDOT on behalf of the County.

2.1.17 Personnel:

Provide competent personnel qualified by experience and education. Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at

any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the FDOT's procedures, Specifications and Design Standards will be obtained.

CEI SENIOR PROJECT ENGINEER – A Civil Engineering degree and registered in the State of Florida as a Professional Engineer and six (6) years of experience in major road construction. Qualifications include the ability to communicate effectively in English; direct highly complex and specialized construction engineering administration and inspection program plans and organized the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have attended the CTQP Quality Control Manager course and pass the examination and be certified in FDOT Advanced MOT.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER – A Civil Engineering degrees plus two (2) years of engineering experience in construction of major roads. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgement in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have CTQP Final Estimates Level II certification and FDOT Advanced MOT.

CEI SENIOR INSPECTOR – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in roadway construction and one (1) year of road CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.) To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned. Must have the following qualifications and certifications:

- CTQP Concrete Field Technician Level 1
- CTQP Asphalt Roadway Level 1
- CTQP Asphalt Roadway Level II

- CTQP Asphalt Plant Level 1
- CTQP Asphalt Plant Level 2
- CTQP Earthwork Construction Inspection Level I
- CTQP Earthwork Construction Inspection Level II
- CTQP Final Estimates Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety

CEI INSPECTOR – High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year. Must have the following qualifications and certifications:

- CTQP Concrete Field Inspector Level I
- CTQP Asphalt Roadway Level I
- CTQP Earthwork Construction Inspection Level I
- CTQP Final Estimates Level I
- FDOT Intermediate MOT
- Nuclear Radiation Safety
- Florida Stormwater, Erosion, & Sedimentation Control Training and Certification Program for Inspectors

2.2 **Format Guidelines:**

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm’s capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional material are not desired. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein. Submittals should at a minimum include the following information:

1. Project Name/FDOT Financial Management Number: 438299-1-54-01
2. Consultant’s name and address
3. Proof of Licenses/Certifications
4. Proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations.
5. Proposed responsible office for consultant
6. Contact person, phone number and email address
7. Statement regarding previous experience of consultant or sub-consultant in advertised type of work
8. Proposed key personnel and their proposed roles
9. Sub-consultant(s) that may be used for the project
10. Indication as to whether the prime firm and/or sub-consultants are disadvantaged

- business enterprises (DBE)
- 11. Public Entity Crimes Statement
- 12. Drug Free Workplace Form (FDOT Form #375-040-18)
- 13. Truth in Negotiation Certification (FDOT Form #375-030-30)
- 14. Conflict of Interest (FDOT Form #375-030-50)
- 15. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion (FDOT Form #375-030-32)
- 16. Certification regarding lobbying (FDOT Form #375-030-33)
- 17. FDOT prequalification letter: 10.1 Roadway CEI

SECTION 3- PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Clay Smallwood, P.E.
 County Engineer
 850.229.6106
csmallwood@gulfcounty-fl.gov

All technical questions regarding this Request should be directed in writing; preferably by email to the County Engineer. **Questions shall be submitted no later than 12:00 Noon local time on August 31, 2020.** Questions submitted after that date and time will not be answered. ***DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED.*** The County Engineer will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be placed on the County website: <http://www.gulfcounty-fl.gov/>. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

3.2 Calendar of Events:

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are eastern time.

<u>DATE/TIME</u>	<u>ACTION</u>
August 31, 2020 no later than 12:00 Noon	Last day to submit questions
Sept. 10, 2020 no later than 12:00 Noon	Close date
Sept. 10, 2020 no later than 1:30 PM EST	Open date
Sept. 14, 2020, 4:30 PM EST	Award date

3.3 RFQ Opening:

RFQ submittal shall be received at the Gulf County Clerk of Court, 1000 Cecil G. Costin Sr. Blvd, Room 149, Port St. Joe, FL 32456 by the specified time and date. The RFQ submittals shall be opened publicly and the names of the proposers shall be read aloud in

the Gulf County Clerk's Office immediately thereafter.

3.4 Cost of Preparing RFO:

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to the RFQ.

3.5 Disposals of RFO:

Upon award recommendation or thirty (30) days after receiving, RFQ submittals become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

3.6 Rejection of RFO:

The County reserves the right to accept or reject any statement of qualification as may be deemed necessary by the County to be in its best interest. The County further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The County reserves the right to reject the statement of qualifications of any firm or individual if the County believes that it would not be in the best interest of the County to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or the firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the County.

3.7 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm. *Any and all communication with County Commissioners or county staff other than the County Engineer is prohibited during the time of the RFQ advertising.*

3.8 Indemnification:

Firm shall indemnify and save harmless the COUNTY, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims

are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the COUNTY, its respective officers, agents, or employees, provided Firm shall not be required to indemnify the COUNTY for the County's own negligence.

3.9 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.10 Drug Free Workplace:

The firm must complete a Drug Free Workplace Certification form, attached and made a part of the RFQ.

3.11 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury,

- personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration. The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract. The Insurance Company (ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.12 Protest:

RFQ protests arising under the County Bidding Documents or Procedures shall be resolved by the Board of County Commissioners.

SECTION 4 – EVALUATION OF STATEMENTS:

4.1 Evaluation Criteria:

In accordance with Section 287.055, Florida Statutes or most recent supplement, a committee

will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the firms will be ranked by the committee with the top ranked firm being presented to the Gulf County Board of County Commissioners for approval and authorization to negotiate with the top ranked firm. Ranking and selection will be based on the following categories.

<u>Criteria</u>	<u>Score</u>
Firm's approach to the project	25
Management & staffing capability, qualifications	20
Project specific knowledge	15
Familiarity with local needs, conditions	25
SCRAP Experience	15

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

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

1. This sworn statement is submitted for _____.
2. This sworn statement is submitted by _____
Whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ and my relationship to the entity named above is _____
4. I understand that a “public entity crime” as defined in Section 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 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.
5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Section 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.
7. I understand that a “person” as defined in Section 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.

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

_____ Neither the entity submitting this sworn statement, nor one or more of the 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 public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
who after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____