



Florida Department of  
**TRANSPORTATION**

# **Local Agency Program Professional Services Checklist Training Course # 525-05-0152**

**Lorraine Moyle, State Local Program Administrator  
Office of Program Management**

**Lorraine Moyle, FDOT-** history major, policy maker, not a contracts expert!

**(insert name), FHWA-** District Transportation Engineer and a FL Division Office procurement specialist!

**(insert name)-** District LAP expert

**FDOT Procurement-** contract experts for the state

**Local Agency Staff-** community experts!

- Collective knowledge sharing is our most powerful resource in LAP
- Interactive day
- Communication is key!
- Please interrupt me and ask questions, or make corrections.

*We will reference LAPIT often throughout the day.*

**Document Name and Document Type List**

Document Group: PROJECT

Document Name	Document Type
<a href="#">Select</a> Addendums	PROFESSIONAL SERVICES
<a href="#">Select</a> Contract Forms and Certifications	PROFESSIONAL SERVICES
<a href="#">Select</a> Consultant Notice to Proceed- Planning/Design/CEI	PROFESSIONAL SERVICES
<a href="#">Select</a> Environmental Documents	PROFESSIONAL SERVICES
<a href="#">Select</a> LAP Profesional Services Checklist 525-010-49	PROFESSIONAL SERVICES
<a href="#">Select</a> Negotiations Documentation	PROFESSIONAL SERVICES
<a href="#">Select</a> Professional Services Contract	PROFESSIONAL SERVICES
<a href="#">Select</a> RFP/RFQ/Advertisement	PROFESSIONAL SERVICES
<a href="#">Select</a> Shortlist and Scoring Sheets	PROFESSIONAL SERVICES
<a href="#">Select</a> Studies and Professional Services Output	PROFESSIONAL SERVICES

<https://www3.dot.state.fl.us/LocalAgencyProgram/Account.aspx/LogOn>

*We will reference the website Forms page throughout the day.*

**Procurement - Professional Services and Construction**

Title VI & Non	Appendices A&E, Nondiscrimination Contract Assurances (required in all contracts)	PDF Form Word Form
<b>525-010-46</b>	LAP Certification of Current Capacity	PDF Form Word Form
<b>525-010-49</b>	Local Agency Program (LAP) Checklist for Federally Funded Professional Services Contracts Federal and State Requirements	PDF Form Word Form
375-020-08	Proposal (in Bid Blank)	Interactive PDF
375-020-27	Contract Bond (in Bid Blank)	Interactive PDF
375-020-30	Contract Affidavit (in Bid Blank)	Interactive PDF
375-030-30	Truth in Negotiation	Interactive PDF
375-030-32	Certification Regarding Debarment, Suspension...for Federal Aid Contracts	Interactive PDF
375-030-33	Lobbying Certification	Interactive PDF
375-030-34	Disclosure of Lobbying	Interactive PDF
375-030-50	Conflict of Interest Certification	Interactive PDF
375-040-18	Drug Free	Interactive PDF
375-040-84	LAP Terms for Federal Aid Professional Services Contracts	PDF Form Word Form
Sample	Consultant Services Man Hour Estimate	Excel Form
Sample	Continuing Services Contract for CEI	PDF

<http://www.dot.state.fl.us/programmanagement/LAP/Forms/LapForms.shtm>



# OVERVIEW- Workbook Tab 1

## LAP PROFESSIONAL SERVICES | CHECKLIST TRAINING

April 13, 2016

FDOT District 3 Headquarters – Chipley, FL

Lunch Break will be from 12:00pm to 1:00pm

8:30 AM REGISTRATION

9:00 AM INTRODUCTION AND OVERVIEW

- LAP Manual Chapter 18 revised June 2015
- 23 CFR 172 revisions published June 2015

9:15 AM PROFESSIONAL SERVICES CONTRACTS CHECKLIST AND REQUIREMENTS

- **Fair, open and competitive selection of qualified consultants**
  - Advertisement and RFP/RFQ
  - Qualification verification



# OVERVIEW- Workbook Tab 2

Updated 08/20/2015

## Helpful References for Professional Services Procurement

FHWA's Consultant Services Page

<http://www.fhwa.dot.gov/programadmin/consultant.cfm>

23 CFR 172 Administration of Engineering and Design Related Service Contracts; Final Rule

<http://www.gpo.gov/fdsys/pkg/FR-2015-05-22/pdf/2015-12024.pdf>

2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

[http://www.ecfr.gov/cgi-bin/text-idx?SID=512ca5e6616b465f5cb28e0bc36a4a67&node=pt2.1.200&rgn=div5#ap2.1.200\\_1521.ii](http://www.ecfr.gov/cgi-bin/text-idx?SID=512ca5e6616b465f5cb28e0bc36a4a67&node=pt2.1.200&rgn=div5#ap2.1.200_1521.ii)

FHWA's Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers

<http://www.fhwa.dot.gov/programadmin/172qa.cfm>

### *Q&A Categories*

- I. Competitive Negotiation/Qualifications Based Selection Procurement Procedure*
- II. Other Procurement Procedures*
- III. Indirect Cost Rates and Audits*
- IV. Compensation (Payment) Methods*
- V. Contract Negotiation*
- VI. Contract Administration*
- VII. Disadvantaged Business Enterprise (DBE) Considerations*
- VIII. Conflicts of Interest*
- IX. Other Considerations*



# LAP Professional Services Checklist

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM CHECKLIST FOR FEDERALLY FUNDED  
 PROFESSIONAL SERVICES CONTRACTS  
 FEDERAL AND STATE REQUIREMENTS**

525-010-49  
 PROGRAM MANAGEMENT  
 08/15

Project Title: \_\_\_\_\_  
 Financial Management Number: \_\_\_\_\_  
 Federal-Aid Project Number: \_\_\_\_\_  
 Local Agency Name: \_\_\_\_\_

SHS/NHS Project (Yes/No): \_\_\_\_\_ If yes, identify System: \_\_\_\_\_  
 LAP Agreement Amount (\$): \_\_\_\_\_  
 Continuing Contract: \_\_\_\_\_  
 Simplified Acquisition (Yes/No): \_\_\_\_\_

Requirement	Reference	Compliance Documentation	District Monitoring Responsibilities	Requirement Locations
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications	<p>Project is publicly announced in a uniform and consistent manner. [ref. 287.055(3)(a)1, F.S.]</p> <p>[ref. 40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b)(2)(A), 23 CFR 172.5(a)(1), 287.001, and 287.001, 287.055(4), Florida Statutes</p>	<p>Local agency provides a copy of the project advertisement and request for qualifications/proposal. It must include project description, scope, qualifications, selection process, scoring criteria, and schedule.</p> <p>Local Agencies will use consultants prequalified by the Department for all projects on the SHS and NHS and all off system critical projects as defined in the LAP Manual Chapter 23 and LAP Bulletin 14-01. Prequalified Consultants link <a href="http://www.dot.state.fl.us/procurement/Prequalification.shtm">http://www.dot.state.fl.us/procurement/Prequalification.shtm</a></p> <p>On SHS/NHS the types of work (major and minor) for prequalification shall be identified Chapter 14-75.003, F.A.C.</p> <p>Local Agency verifies consultant qualifications for each proposal received, including sub consultants.</p> <p>Public meetings are held when necessary, are properly noticed, and minutes taken or recorded. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records until such time as the</p>	<p>Verify agency issues solicitation regionally and solicitation defines project description, scope, qualifications, selection process, scoring criteria, and schedule.</p> <p>Review draft RFQ/RFP qualifications, scoring criteria and selection process for conflict with state or federal requirements.</p>	



# Why do we have a Checklist?

## § 172.5 Program management and oversight.

(4) Administering subawards in accordance with State laws and procedures as specified in 2 CFR part 1201, and the requirements of 23 U.S.C. 106(g)(4), and 2 CFR 200.331.

Administering subawards includes providing oversight of the procurement, management, and administration of engineering and design related consultant services by subrecipients to ensure compliance with applicable Federal and State laws and regulations. Nothing in this part shall be taken as relieving the STA (or other recipient) of its responsibility under laws and regulations applicable to the FAHP for the work performed under any consultant agreement or contract entered into by a subrecipient.

### (b) *Subrecipient responsibilities.*

Subrecipients shall develop and sustain organizational capacity and provide the resources necessary for the procurement, management, and administration of engineering and design related consultant services, reimbursed in whole or in part with FAHP funding as specified in 23 U.S.C. 106(g)(4)(A). Responsibilities shall include the following:

(ii) **Submitting documentation** associated with **each procurement** and subsequent contract to the awarding STA or other grantee **for review to assess compliance** with applicable Federal and State laws, regulations, and the requirements of this part;



# OVERVIEW- Workbook Tab 3

Sample RFP in your workbook generally covers Checklist Items #1 through #6, and #11.

CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY  
LIGHTING PROJECT

PART I – GENERAL INSTRUCTIONS

of the City of [REDACTED] hereinafter referred to as the "CITY", to request  
firms to perform Construction Engineering and Inspection services for the  
lighting construction project

Item #1

**IMPORTANT!**

If the RFQ and RFP are combined  
an expanded scope with  
deliverables is required as found  
on page 14 of this sample.

*Note: Materials are from 2013. Not all references will be the most current within the documents.*



# Checklist Item #1

Competitive Negotiation aka qualifications-based selection is the prescribed method of procurement for the majority of Federal-Aid Highway Program (FAHP) professional services contracts.

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications



# Checklist Item #1

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

(i) *Solicitation.* The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract.

Procurement procedures may involve a **single step process** with issuance of a request for proposal (RFP) to all interested consultants or a

**multiphase process** with issuance of a request for statements or letters of interest or **qualifications (RFQ)** whereby responding consultants are ranked based on qualifications and a **RFP is then provided to three or more of the most highly qualified consultants.**



# Checklist Item #1

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

## Compliance Documentation

Local agency provides a copy of the project advertisement and request for qualifications/proposal. It must include project description, scope, qualifications, selection process, scoring criteria, and schedule.

REQUEST FOR PROPOSAL  
CITY OF ██████████

Notice is hereby given that the City of ██████████ will receive sealed proposals from legal entities authorized to do business in Florida at the City of ██████████ Finance Department, ██████████ Boulevard, Suite 337 ██████████ Florida ██████████ for

RFP NO. 2013-43

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT  
FINANCIAL PROJECT ID 428135-1-58/68-01

It is the intent of the City of ██████████ to select a firm construction engineering and inspection services for the US ██████████ has received federal highway funding for this p Planning Organization and the Florida Department of Transpo

Proposer shall submit four (4) complete sets with all supporti original (marked "ORIGINAL") and signed in blue ink. Also prc (marked "COPY") in a SEALED ENVELOPE PLAINLY MARKED W the attention of ██████████, CPPB. Please mark the envelope SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTI PROJECT "

PROPOSAL DUE DATE: June 28, ;

Proposals may be mailed or hand delivered to Purchasing, Cit ██████████ NO LATER THAN 2:00 PM (EDT) o DATE AND TIME WILL NOT BE OPENED.

Information regarding this project may be viewed at [www.demandstar.com](http://www.demandstar.com) or through the link provided on the documents are posted on the City FTP site at <http://apps.█████████> only posted on [www.demandstar.com](http://www.demandstar.com). If you have any que package using the link, please contact, Purchasing Ma clarification regarding the specifications must be submitte email to ...No verbal requests will be honored. The last day fo

The City of ██████████ does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: May 29, 2013  
Sarasota Herald-Tribune  
[www.█████████](http://www.█████████)  
[www.demandstar.com](http://www.demandstar.com)

Local and regional advertisement locations

Deadline for questions

Based on the dates advertising = 1 month. Noticed properly and clear schedule.

Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

(G) Provide an estimated schedule for the procurement process and establish a submittal deadline for responses to the RFP that provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 calendar days from the date of issuance of the RFP.

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

- A. Intent of RFP: It is the intent of the City of [REDACTED] hereinafter referred to as the "CITY", to request proposal(s) from qualified firms to perform Construction Engineering and Inspection services for the US 41 Pedestrian Walkway Lighting construction project.
- B. Time and Due Date: The City of [REDACTED] will accept SEALED proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida no later than 2:00 p.m. (EDT) June 28, 2013.
- C. Background: The City of [REDACTED] has received federal highway funding through the Sarasota/Manatee Metropolitan Planning Organization and the Florida Department of Transportation to construct pedestrian walkway lighting improvements along US 41 from Biscayne Drive to Almonte Terrace. The City of [REDACTED] wishes to contract the Construction Engineering and Inspection services related to this project from a firm qualified by the Florida Department of Transportation for this type of work.

The administration of the PROJECT construction contract will be conducted by the consultant in full cooperation with the City Project Engineer and/or their representative(s) assigned to the project. The City Project Engineer will have the final word in regard to challenges of consultant authority by the contractor or decisions made by the consultant regarding the work. The ultimate goal of the City and the Consultant should be to administer the contract in a highly professional manner, conducive of a cooperative relationship between the Consultant, contractors, and the City, and to complete the work on budget and on time with a minimum inconvenience and maximum safety to the public.

2. CONTRACT AWARDS/TERM OF CONTRACT: The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the [REDACTED] City Commission and both parties execute a contract.

Item #1  
**IMPORTANT!**  
If the RFQ and RFP are combined an expanded scope with deliverables is required as found on page 14 of this sample.

Checklist  
Item #1  
Dates,  
general  
scope,  
project  
description

**Requirement**

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

**Requirement**

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

5. **PROPOSAL SUBMISSION AND WITHDRAWAL:** The address clearly marked on the outside: "REQUEST FOR PROPOSALS FOR CONSTRUCTION ENGINEERING AND INSPECTION PROJECT" and addressed to:

Public meetings are held when necessary, are properly noticed, and minutes taken or recorded. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records until such time as the agency provides notice of an intended decision to make a contract award or until 30 days after opening the bids, proposals, or replies, whichever is earlier. 119.071 F.S.

City of [REDACTED]  
Purchasing

[REDACTED]

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

Item #1  
Public  
Records

**Requirement**

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

**286.0113 F.S.**

Oral presentations, negotiations, vendor Q & A sessions, and discussions of negotiations strategies are all exempt meetings. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record. The recording is exempt until such time as the agency provides notice of an intended decision to make a contract award or until 30 days after opening the bids, proposals, or replies, whichever occurs earlier.

Requirement

7. Shortlist

Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

6. **PRE-PROPOSAL MEETING:** A pre-proposal meeting will not be held for this project.

7. **PRESENTATIONS:** The Professional Services Committee may conduct discussions with no less than three (3) firms and may require presentations by those respective firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for presentations. Presentations/Oral Interviews are closed to the Public per Chapter 286, as amended, of the Florida Statutes.

Item #7 Shortlist

Item #1 Must be recorded. FDOT chooses to open these to public.

8. **PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part III – Instructions for Preparing Proposals contained within this RFP.

9. **DRUG FREE WORKPLACE:** The City of [REDACTED] is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

Item #6 Terms

10. **PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any

Item #6 Terms

6. Compliance with State and Federal Contracting Requirements



# SAMPLE TIE BREAKERS

*Sample tie breakers for application on a competitive selection process.*

- *Alternative scorer- should a tie occur, an alternative committee member will be asked to evaluate the firms based on the submitted proposals. Describe process in the advertisement.*
- *Clearly defined & measurable criteria- years of experience, years working on similar projects, performance records, etc.*

*Always focus on qualifications first!*



# Checklist Item #6

## Compliance Documentation

### State Requirements:

- (1) Any Tangible Assets are identified in contract agreement.
- (2) Professional Liability Insurance carried by prime consultant per 337.106, F.S.
- (3) E-verify (Executive Order 11-116)
- (4) Public Entity Crimes Statement 287.133 F.S.
- (5) Drug free workplace certification
- (6) Prompt payment provision
- (7) Public Access to Public Records language

### Federal Requirements:

- (8) **Terms for Federal Aid Contracts** incorporated in the Professional Services Agreement. FDOT Form #375-040-84. FDOT form includes the Title VI Non-Discrimination Contract Provisions, Appendices A and E, DBE, and EEO contract provisions.
- (9) Include termination clause for cause, convenience, and default (all contracts greater than \$10,000).
- (10) Perform an evaluation of the consultant after the project is complete. Must include contract language indicating as such.
- (11) Records retention and access to records by FHWA, OIG, etc.
- (12) Contracts for more than the simplified acquisition threshold (\$150,000), must address administrative, contractual, or legal remedies in instances where contractor violates or breaches contract terms, and provide for penalties or sanctions.

*RULE OF THUMB: contracts for services are not appropriate for acquisition of tangible property except in very rare circumstances*

- Property or equipment (i.e. computer)
- Aka tangible (personal) property
- Defining as line items in contracts ensures transparency
- Affix property tags for inventory since equipment belongs to FDOT/FHWA

## The language on the LAP Professional Services Checklist (Item #6) is based on the following:

### **60A-1.017 Acquisition of Commodities through Construction Contracts or Contracts Which Include Services.**

Construction contracts or contracts which include services that provide for a vendor to purchase tangible personal property as defined in Section 273.02, F.S., for subsequent transfer to the State may be entered into by an agency only under the following circumstances:

- (1) When the agency has determined in writing that there is an absolute and demonstrated need to acquire the property through the vendor, as opposed to direct acquisition by the agency;
- (2) The agency has provided a means to identify the specific property, including line-item costs, acquired by the vendor for subsequent transfer to and control by the agency; and
- (3) The agency has, where necessary, specified the quality level of the commodity to be acquired and made provisions for warranty terms, service, and transfer of ownership.

Requirement
11. Disadvantaged Business Enterprise (DBE) and Bid Opportunity List

CITY OF [REDACTED]  
REQUEST FOR PROPOSAL NO. 2013-43  
PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT  
FINANCIAL PROJECT ID 428135-1-58/68-01

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.”

**11. MINORITY and WOMEN OWNED BUSINESS ENTERPRISE (M/WBE):** M/WBEs are encouraged to participate in the proposal process. All M/WBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for in Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency or an interlocal agreement with the State of Florida should accompany the RFP submission.

Item #11  
Tracking of  
other programs  
is allowed.  
Mandatory use  
or points for  
these programs  
are not allowed!

**12. REGULATIONS:** Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this Contract.

**13. CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this contract, in whole or in part, by providing the firm thirty (30) calendar day’s written notice by certified mail.

Item #6 required evaluation per 23 CFR 172

**17. PERFORMANCE EVALUATION:** At the end of the contract, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

**18. INSURANCE REQUIREMENTS:** The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

Item #6 Follow State law(s) and/or local ordinances

A. Before performing any contract work, **CONSULTANT** shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the **CITY** and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of

Page 6 of 50

Item #6 Follow State law(s) and/or local ordinances

- i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$300,000 each occurrence; \$600,000 general aggregate; \$600,000 products and completed ops; and \$100,000 fire damage.
- iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.



# Item #3- Conflict of Interest

3. Required Forms  
continued

FDOT Topic 375- 030-002-I (1)]  
LAP Manual Chapter18

**Conflict of Interest Certification (FDOT Form #375-030-50)**

**20. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS:** Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the City Manager or his designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

Item #3  
Conflict of Interest  
Don't forget the  
forms!

Page 8 of 50



# Item #3- Conflict of Interest

## 18.2 CONFLICT OF INTEREST

Conflict of Interest is addressed in **23 CFR 1.33** and in **Section 287.057 Florida Statutes**. A Local Agency must adhere to the Florida Department of Transportation's **Topic No. 375-030-006 [Restriction of Consultants' Eligibility to Compete for Department Contracts](#)** for projects:

- on the State Highway System (SHS),
- on the National Highway System (NHS), and
- on Federal-Aid eligible local roadways when construction and a related professional services phase are funded by the department.

The Office of Construction maintains [Conflicts of Interests- Frequently Asked Questions](#) to assist with further clarification where conflict may arise in the life cycle of a transportation project.

*New 23 CFR 172.7(b)(4) also covers conflict of interest.*



## Item #3- Conflict of Interest

### ***Conflict of Interest Certification (FDOT Form #375-030-50)***

Local Agency must include the certification and provision in the solicitation package and the contract. Form is required from each person involved in the procurement process, both local agency staff and consultants per federal and state law.

FDOT Topic 375- 030-002-I (1)]  
LAP Manual Chapter18  
2 CFR 1201.112  
2 CFR 200.318(C)  
23 CFR 1.33  
112.317 F.S. FDOT Procedure  
#375-030-006



# Checklist Item #6

6. Compliance with State and Federal Contracting Requirements

21. **NON-DISCRIMINATION:** The City of [REDACTED] does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

22. **TITLE VI Nondiscrimination Policy Statement – Appendix A (If applicable):** During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, 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 materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including

Item #6  
EEO Clauses.  
Incorporated into LAP  
F.A. Terms Form  
#375-040-84

RE  
DEST  
MAN

is of race, age, creed,  
of this contract. The  
ts of 49 CFR Part 26 in the  
CONSULTANT or  
f this AGREEMENT, which  
as the City deems

to this federal aid  
(b)). The CONSULTANT or  
ting regulations and other

portunity requirements

l of the Civil Rights Act of 1964, as

Item #6  
Now Appendices A/E.  
Incorporated into LAP  
F.A. Terms Form  
#375-040-84



# Checklist Item #6

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

375-040-84  
PROGRAM MANAGEMENT  
04/15  
Page 1 of 3

### **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. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, 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.

**24. CONTACT PROHIBITION:** "All prospective Proposers are hereby instructed **NOT** to contact any member of the City of [REDACTED] Commission, City Manager, or City of [REDACTED] staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal."

Not allowed on federal contracts. Federal policy supersedes state law.

**25. SCRUTINIZED COMPANIES:** For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

**26. STATE REGISTRATION REQUIREMENTS:** Any proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617 or 621 Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting in response to this RFP shall have complied with the applicable provisions of Chapter 320, Florida Statutes.



# FDOT SCRUTINIZED COMPANIES

## *Language used in FDOT contracts and forms:*

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. **This requirement is not applicable to federally funded contracts.**

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

## *Allowable Federal language:*

*“The only governmental application prohibition against contracting with scrutinized companies are the ones that are in accordance with the economic sanctions by the US Department of State and the US Department of the Treasury.”*

The General Economic Sanctions websites for the US Department of State and US Department of Treasury may be found at:

<http://www.state.gov/e/eb/tfs/spi/index.htm>

<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>

compensation to **CONSULTANT**. The City Commission shall approve all increases in compensation under this Contract.

Changes may not alter original scope

**29. CHANGES IN THE WORK:** The City, without invalidating the Agreement, may require extra work or make changes by altering, adding to, or deducting from the work, with the Agreement sum being adjusted accordingly. Such work shall be executed under the conditions of the original contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost or additional time, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written amendment by the City; and no claim for an addition to the Agreement sum shall be valid, unless ordered and fully executed under the conditions of the original contract. Value of any such extra work or change shall be determined in the following ways:

1. By estimate and acceptance in a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.

When one of these two methods is agreed upon, the **CONSULTANT**, shall proceed with the work. In such case, the **CONSULTANT** shall keep amendment in such form as the City may direct. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the **CONSULTANT**.

**30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) (APPLICABLE for State/Federal Projects only):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**END OF PART I**

Item #6  
E-verify is a state requirement  
and only applicable to new  
hires who will work on the  
project

Page 13 of 50



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Project scope development is one of our LAP problem areas!

*What “shall” be included in your expanded scope as required by 23 CFR 172.7?*

“Provide a clear, accurate, and detailed description of...”



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

*Per 23 CFR 172.7(a)(1)(ii)(A):*

- Detail project purpose
- Describe project
- Services to be performed
- **Deliverables** to be provided\*\*
- Estimated schedule for performance of work
- Applicable standards, specifications, & policies



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

## Example of Services to be performed under Minor Highway Design per [F.A.C. 14-75](#):

### INCLUDES:

- ✓ Rural RRR
- ✓ Minor widening
- ✓ Minor resurfacing
- ✓ Interstate resurfacing only
- ✓ Minor drainage
- ✓ Utility relocation
- ✓ Traffic operations improvements
- ✓ Miscellaneous design services
- ✓ Etc. !

### DOES NOT INCLUDE:

- ✓ Major reconstruction
- ✓ New curb & gutter
- ✓ Substantial capacity improvements



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

## What deliverables are expected?

- Schedule, attend and provide minutes for progress meetings
- Do you need weekly, monthly, biweekly meetings?
- Do you need shop drawings?
- Do you need change order reviews by an engineer?



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

## Estimated schedule for performance of work

- How long do you think this contract will take?
- How long should the consultant expect to commit key personnel?
- Do you need services such as post-design that may result in a time gap for performance?
- Contracts must have an estimated end date!



# Let's Talk About Scope!

## Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Applicable standards, specifications, & policies!

- Do you allow consultants to work holidays?
- Do you expect consultants to conform to your adopted City Ordinances?
- Is there a historic preservation plan they need to follow in your downtown?
- Are you using FDOT specs or agency specs?

**Requirement**

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

CITY OF [REDACTED]

REQUEST FOR PROPOSAL NO. 2013-43

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT

FINANCIAL PROJECT ID 428135-1-58/68-01

CITY OF [REDACTED]

REQUEST FOR PROPOSAL NO. 2013-43

**PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT**

Item #1

**IMPORTANT!**

If the RFQ and RFP are combined an expanded scope with deliverables such as this sample is required.

**PART II - SCOPE OF SERVICES**

The City of [REDACTED] hereinafter referred to as the "City" desires to contract for Professional Services to provide construction engineering and inspection services related to the US 41 Pedestrian Walkway Lighting project.

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

**BACKGROUND**

The City of [REDACTED] is located in Sarasota County. The City was awarded Federal Highway Administration (FHWA) funds through the Sarasota – Manatee Metropolitan Planning Organization (MPO) and the Florida Department of Transportation (FDOT) to install lights along the existing walkways paralleling the south side US 41, from Biscayne Drive to Almonte Terrace, along with three “rest areas”. Additionally, pedestrian lighting and one “rest area” along the existing pathway on the north side of US 41, from Espanola Avenue to [REDACTED] Boulevard, may be included in the project depending on the construction bids received relative to the funding. The design is completed and bids are ready to be advertised for construction of this project. The City desires to engage the services of a professional firm to perform construction engineering and inspection services for this project in compliance with state and federal requirements. The construction contract time established for this project is 90 calendar days from the issuance of a Notice-To-Proceed to Substantial Completion, with an additional 30 calendar days to Final Acceptance. The estimated actual construction time is estimated to be six weeks, with an additional six weeks for the manufacture and delivery of the pedestrian lights. The federal grant for this project includes a maximum amount of \$64,000 for services associated with this Request for Proposals.

**SCOPE OF SERVICES SUMMARY**

This document is to define as clearly as possible [REDACTED] regard to administration of the federally funded PROJECT construction engineering and inspection contract for City of [REDACTED] Public Works

The AWP amount is public record, but you cannot CAP based on programmed funds! (Item #10)



## Item #3- Conflict of Interest

Please note: A professional firm shall not be considered for CEI services, either as a prime or a sub, for a Design-Build contract for which the same firm or its affiliate is the Engineer of Record (EOR) or is sub to the EOR.

EOR / CEI Disclaimer. Conflict of Interest. Item #3

Page 14 of 50

This is NOT required, but it sure is nice to see in the RFP!

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

Construction Training/Qualification Program (CTQP): The Florida Department of Transportation program for training and qualifying technicians in Aggregates, Concrete, Earthwork and Asphalt.

**The responsibilities of the Consultant on this project are:**

Can you spot the mistake?

Firm shall be prequalified by FDOT in 11.0 – Engineering Construction, Administration and Management at the time of response.

Item #1 Verify the prequalification category matches the scope of work

**1. Erosion Control and Preconstruction Conferences:** Prepare for and conduct the Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and divisions. Prepare and distribute detailed minutes of the meeting.

Qualification verification is a requirement of Item #1 and required as a verification of the Shortlist Item #7





2. Attend Progress meetings: Prepare the agenda, attend, and conduct meetings with Department 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.

3. Project Administration: Provide project administration and coordinate with the assigned Department Project Engineer. Prepare for and attend, when requested, any periodic or in-depth FHWA or FDOT inspections that may be conducted on the project related to project work, progress or records. Prepare for, cooperate with, and assist auditors that may be assigned to review project records, payments, reports, etc. Provide ample inspectors and assistance to adequately oversee all work being done on the contract. Monitor Consultant hours worked on the project and justify need for overtime. Prior to starting work, submit to Department Project Engineer a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the Department Project Engineer 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.

4. Provide Construction Inspection: Provide effective and qualified inspection services. All field technicians must be certified in the applicable FDOT certification workshops listed below:

- Class 1 Concrete Technician
- Soils and Aggregate Technician
- Earthwork Technician
- Nuclear Gauge Trained and Proficient
- SWPPP Certified

Scope deliverables and related qualifications are clearly defined. This is required on and off system, FDOT pre-qualified or locally qualified!

5. Conduct Field Surveys: Conduct and supervise surveying services to obtain original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. Establish horizontal and vertical control on the project to be utilized by the contractor for construction layout. Be prepared to justify quantities in case of discrepancies by contractors or the Department. Upon request, check construction layout when deemed necessary by the Department Project Engineer.

6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the Department Project Engineer 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 Department Project Engineer. 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 Department. Submit Value Engineering Change Proposals to the Department Project Engineer for analysis and distribution to the appropriate division(s).

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

8. Reporting: It shall be the responsibility of the Firms awarded these contracts to ensure that any and all reporting required by the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA) for this project are met. The firm shall ensure that all reporting required for 100% reimbursement to the City is properly completed and submit according to FHWA and FDOT guidelines.

Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications



# Let's Talk About Evaluations!

## *23 CFR 172.7(a)(1)(i)*

a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

### Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

### Requirement

7. Shortlist



# Let's Talk About Evaluations!

## *Evaluations per 23 CFR 172.7(a)(1)(ii)(B-C):*

- Identify requirements for any discussions that may be conducted
- Identify evaluation factors including their relative weight of importance!
- Must conduct discussions with a minimum of three (3) of the most highly qualified firms

#### Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

#### Requirement

7. Shortlist

What do you do if you do not receive 3 responses?

- Extend the advertisement period
- Contact consultants who attended the pre-requisite meeting but did not submit a response
- Resend solicitation to consultants master list
- Any exceptions must be approved by FHWA

*Bottom line: Call for help before you open the responses and close the advertisement!!*

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

### PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

#### 1. RULES FOR PROPOSALS

The Consultant shall provide the following on the proposal:

Required instructions per 23 CFR 172.  
SEE TAB 5 for sample local qualifications

- 1) Individual commitment by key personnel which will be involved in the project with resumes and related experience;
- 2) **Qualifications and Project Team:**
  - a. Overview the project team structure, including primary Consultant staff and any Subconsultants;
  - b. Summarize the relevant qualifications and experience of the lead consulting firm including a flowchart with the consulting team and subconsultant (if any) performing the scope of the project;
  - c. **The Consultant selected for the project will be required by contract to commit the key personnel of the staff through the life of the project, although the City will retain the right to request a staff change.**
  - d. Clearly identify the Project Manager and the location they will operate out of through the project.

Best practice awareness



Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

**Tab 3 - Team proposed and management plan for this project:** In addition to the information required in the Evaluation Form (*Experience with Federal and FDOT funded Projects & EOE and DBE Reporting and Availability of FDOT Certified Personnel*) provide the following information:



**Team Organization, Management, and General Qualifications:** Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the City.

**Individual Qualifications:** Firms should submit the resumes of key people.

**Experience and References:** Demonstrate experience in other projects of similar complexity. A reference list for each project is required: including name, project, telephone number, and e-mail address, brief description of the project, proposed cost, actual cost, proposed deadline, and actual deadline.

**Tab 4 - Timeline for completion of Services:** In addition to the information required in the Evaluation Form (*Project Understanding & Approach*), provide the following information:

Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement

7. Shortlist

**Tab 5 - City Required Forms:** Please include in your submittal all required forms within this RFP, completed in full (pages 25-32) and the **Required FDOT Forms - Exhibit A** via attachment to this RFP.

- Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration **must** be included with submission.
- If Proposer is a MBE/WBE please include a copy of the certificate from the Department of Management Services with submission.

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

**PART IV – EVALUATION OF PROPOSALS**

**EVALUATION METHOD AND CRITERIA:** All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the CONSULTANT deems pertinent to the understanding and evaluating of the proposal. Proposers ~~will provide their best price and cost analysis and~~ should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Cost is not allowed until Negotiations!

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

**A. GENERAL:** The City shall be the sole judge as to the merits of the proposal (s), and the resulting agreement. The City’s decision will be final. The City’s evaluation criteria will include, but shall not be limited to, considerations listed under Part II Scope of Services and Part III Instructions for Preparing Proposals.

**B. AWARD CRITERIA:** The award of this RFP may be in total or in part, to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City.

**C. EVALUATION CRITERIA:** Proposals will be reviewed by staff from the City of [REDACTED] and evaluated based on the format and content outlined in this proposal as follows:

Item #1 and Item #7- FDOT will review draft criteria and selection procedure for any conflict of with federal requirements!  
**No COST, LOCAL PREFERENCE, or DBE points, etc.**



**Requirement**  
 1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

**Requirement**  
 7. Shortlist

EVALUATION CRITERIA	POINTS PERCENTAGE (WEIGHT)
Project Understanding and Approach	20
Experience with Federally and FDOT funded project CEI services and the reporting criteria to go with them (Report number and cost of contracts which have been completed).	30
Availability of FDOT certified personnel to perform the following work: <ul style="list-style-type: none"> <li>a. Class I Concrete Technician</li> <li>b. Soils and Aggregate Technician</li> <li>c. Earthwork Technician</li> <li>d. Nuclear Gauge Trained and Proficient</li> <li>e. SWPPP Certified</li> </ul>	30
Firm's experience with submitting the required EEO and DBE reporting	20
<b>TOTAL</b>	<b>100</b>

← Corresponds to FDOT prequalification work mix



# WORKBOOK TAB 5

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

Evaluation Criteria	Maximum Points
Understanding of nature and scope and proposer’s ability to perform the services required	10
Organizational profile of firm; history; longevity; qualifications of key personnel; current workload	30
Related work; prior projects; references submitted; subcontractors proposed	30
Project approach; procedures, techniques, methodologies, cost-effectiveness	30
<b>Total Points</b>	<b>100</b>

Request For Qualifications for Construction Engineering Inspection Services for Elementary School Sidewalk Improvements  
Page 8

*“Criteria must assess the demonstrated competence and qualifications for the type of professional services solicited.” [23 CFR172.7(a)((1)(iii)]*



# EXTRA CREDIT!

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

**PRACTICE:**  
What is wrong with these evaluation criteria?

## 27. WEIGHTED CRITERIA

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Project Manager (Form D)	15
Similar Projects Completed by the Proposed Project Engineer (Form E)	10
Skills and experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15
Location (Form C)	10
Volume of Work Previously Awarded by the County	15
Approach, Understanding, Scope Response (Form H)	20
<b>TOTAL</b>	<b>100</b>



# Evaluation Criteria

Requirement
1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

Requirement
7. Shortlist

**SECTION B – SPECIAL CONDITIONS**

**c. Volume of Work Previously Awarded by the County**

**50 Points**

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on CCNA Continuing contract value encumbered to a firm during the two (2) previous completed fiscal years through current to date. The points are worth 5 percent of the overall points available and are distributed as follows:

- \$0 - \$200,000 – five (5%) percent of points available
- \$200,001 - \$400,000 – four (4%) percent of points available
- \$400,001 – 600,000 – three (3%) percent of points available
- \$600,001- \$800,000 – two (2%) percent of points available
- \$800,001 - \$1,000,000 – one (1%) percent of points available
- Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

## Local Preference vs. Local Presence

- Local preference rewards respondents with local addresses, offices, tax payer status, etc. – NOT ALLOWED
- Local presence assigns no more than 10% of points for proximity to project location.
- Consultants satisfy and receive full points if they establish a project office within proximity



# SELECTION SCHEDULE

### Requirement

1. Fair, open, and competitive selection of qualified consultants including solicitation and qualifications

**Schedule:** The anticipated schedule for this project is as follows:

Proposal Advertised and Issued	May 29, 2013
Deadline for Questions	June 21, 2013
Proposal Due Date	June 28 2013 @ 2:00 P.M.
Discussions, Evaluation and Ranking Committee Meeting	July 9, 2013 @ 1:00 P.M.
If Requested, "Closed" Oral Presentations/Evaluation Committee or Contract Negotiations with top ranked firm	July 18, 2013 @ 1:00 P.M.
Contract Negotiations Continued (if needed)	TBD
Commission Agenda due date	September 6, 2013
City Commission to approve agreement and authorize the City Manager to execute the agreement.	September 23, 2013

Checklist Item #1  
Schedule is required to be published

END OF PART IV

Page 24 of 50



# Selection Committee

Requirement
7. Shortlist



Online Modules

Ethics

Stage 1

Stage 2

**Stage 3**

Stage 4

Stage 5

## Stage 3 Review – Evaluation/Negotiation Team

*Should the procurement officer serve on the evaluation team?*

- No – they shouldn't

*If the solicitation is a Category Four or higher, how many members must be on the evaluation team?*

- Minimum of 3 (§ 287.057(16)(a), Florida Statutes)

Once a competitive solicitation is released, members of an evaluation team or a negotiation team cannot discuss proposals or replies outside of a public meeting. Not even through informal phone calls or through email.



# Draft RFP Wrap-up!

***Almost there! Let's quickly cover the last few items in the workbook sample RFP!***

PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT

PART V – REQUIRED FORMS

Proposer Check List

Please indicate by (v) that you have included the following documentation with your proposal:

- ( ) *The Proposer shall submit proof that the company is authorized to do business in the State of Florida*
- ( ) *If Proposer is MBE/WBE, please include a copy of the certificate from the Department of Management Services with the proposal*
- ( ) *Proposer has reviewed all the insurance requirements and is able to meet the requirements*

*The following pages are forms that **must** be executed and returned with your submittal:*

<i>Proposer's Check List</i>		25
<i>Submittal Signature Form</i>	<b>Checklist Items #2 - #6</b> They have chosen to list local forms here and "FDOT" forms as a separate attachment. Okay as long as forms submitted!	26
<i>Drug-Free Workplace</i>		27
<i>Public Entity Crime Information</i>		28
<i>Non-Collusion Affidavit</i>		29
<i>Statement of Organization</i>		30-32
<i>Conflict of Interest Form</i>		33
<i>Exhibit A – Required FDOT Forms</i>		<i>Via Attachment</i>

*The following pages are for informational purposes only and are **not** to be returned with your submittal:*

<i>Sample Agreement</i>	34-49
-------------------------	-------



# Draft RFP Wrap-up!

## Skip to Page 29 of 50

FINANCIAL PROJECT ID 428135-1-58/68-01

### NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

} ss.

State and federal requirements only apply non-collusion to construction. Local requirements may differ.

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who, being first duly sworn, deposes and says that:

1. \_\_\_\_\_ He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the CONSULTANT that has submitted the attached proposal;
2. \_\_\_\_\_ He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. \_\_\_\_\_ Such proposal is genuine and is not a collusive or sham proposal;



# Draft RFP Wrap-up!

## Skip to Page 34 of 50- SAMPLE CONTRACT

### PROFESSIONAL SERVICES FOR CONSTRUCTION ENGINEERING AND INSPECTION OF THE US 41 PEDESTRIAN WALKWAY LIGHTING PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF [REDACTED] a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_ registered to conduct business in the State of Florida, hereinafter referred to as "CONSULTANT."

WITNESSETH:

**WHEREAS**, the CITY has determined that it is necessary, expedient, and in the best interest of the CITY to retain a professional consultant to provide construction engineering and inspection services for the US 41 Pedestrian Walkway Lighting Project;

23 CFR 172.7(E) requires special provisions or contract requirements associated with the solicited services be identified in the RFP. Best practice is to include the draft contract in the package.

**PAGE 34 of 50, cont'd**

**1. CONSULTANT'S SERVICES**

- A. The CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Construction Engineering and Inspection Services as identified in the Request for Proposal No. 2013-43 and the CONSULTANT'S proposal submitted **June 28, 2013**. The overall Scope of Services is described in Attachment A.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and the CONSULTANT and upon the CONSULTANT'S receipt of the written Notice to Proceed from the CITY'S Purchasing Office and shall continue through the completion of the project. The estimated completion date is \_\_\_\_\_.

Contract should clearly state time and price.

**2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

**A. COMPENSATION**

- 1. CONSULTANT shall receive \_\_\_\_\_ (\$\_\_\_\_\_) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within



# Methods of Payment

## 23 CFR 172.9(b)(1-6):

(b) *Payment methods.* (1) The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.

(2) The cost plus a percentage of cost and percentage of construction cost methods of payment shall not be used.

(3) The lump sum payment method shall only be used when the contracting agency has established the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation.

(4) When the method of payment is other than lump sum, the contract shall specify a maximum amount payable which shall not be exceeded unless adjusted by a contract modification.



# SAMPLE CONTRACT- continued

PAGE 35 of 50

## B. METHOD OF PAYMENT

1. The CITY shall pay the CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the CONSULTANT's invoice and written approval of same by the CITY's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY's Administrative Agent based on the percentage of the amount for those specific services.
3. The CONSULTANT's invoices shall be in a form satisfactory to the City of [REDACTED] Finance Department, who shall initiate disbursements.

## 3. LIABILITY OF CONSULTANT

The CONSULTANT shall indemnify and hold the City harmless from all liabilities, damages, losses and expenses, including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the

Item #6  
Prompt payment- FL Statute supersedes  
CFR requires payment method and schedule be  
defined

employees,  
fees and



# SAMPLE CONTRACT- continued

PAGE 39 of 50

F. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the CONSULTANT's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

## 6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents in connection with its services, including but not limited to data, shall be delivered to, and shall become the property of the CITY as they are received by the CITY and when CONSULTANT has been fully compensated as set forth herein. CONSULTANT may keep copies of all work products for its records. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific written authority is required from the CITY's Administrative Agent for the CONSULTANT to use any of the work products of this Agreement on any non-CITY project.

Item #6

Records retention and accessibility, some are 3 years, some are 5 years, F.S. differs from federal. Safest bet is 5 years.



# SAMPLE CONTRACT- continued

PAGE 40 of 50

Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as Attachment C and incorporated herein.

Local Agency Responsible Charge and oversight responsibility. This is a LAP certification requirement. Agency must maintain oversight of all projects.

## 8. OBLIGATIONS OF CITY

- A. The CITY's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the CITY's Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY's Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
  2. Transmission of instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.



# SAMPLE CONTRACT- continued

PAGE 41 of 50

- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CONSULTANT or an assignment is made for the benefit of creditors.
  
- F. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) days from the date the notice is received to cure. If CONSULTANT fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:
  - 1. The quality of a portion or all of the CONSULTANT's work not being in accordance with the requirements of this Agreement;
  - 2. The quantity of the CONSULTANT's work not being as represented in the CONSULTANT's Payment Request, or otherwise;

Item #6, 23 CFR 172  
Termination clauses for cause, convenience and  
breach required in all contracts >\$10,000

6. Compliance with State  
and Federal Contracting  
Requirements



# SAMPLE CONTRACT- continued

6. Compliance with State and Federal Contracting Requirements

Skip to PAGE 45 of 50

**13. DBE PARTICIPATION**

Item #11

The CONSULTANT, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT –assisted contracts. Failure of the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate.

Each subcontract the CONSULTANT or its subcontractors signs in regards to a federal aid project must include the assurance in the above paragraph (see 49 CFR 26.13(b)). The CONSULTANT and its subcontractors agree to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

Use new form #375-040-84

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

Item #6  
Contains required FHWA Title VI, EEO, and DBE provisions

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

- A. It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and coast records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.



# SAMPLE CONTRACT- continued

Skip to PAGE 50 of 50

## EXHIBIT A

### REQUIRED FDOT FORMS:

THE CONSULTANT AFFIDAVITS MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL SUBMITTAL.

Consultant Affidavits: The Consultant shall submit the following forms provided in **Exhibit A:**

1. Consultant Affidavit
2. Certification Regarding Debarment
3. Certification for Disclosure of Lobbying Activities
4. Truth-In-Negotiation Certification

Items #2 - #6  
Additional required forms attached to  
contract and also posted in RFP



# Before Negotiations

Requirement

7. Shortlist

## REMEMBER:

- Verify qualifications (including debarment)
- Evaluate a minimum of 3 responses
- FDOT reviews score sheets and provides concurrence to negotiate
- Come to the table with your *Independent Staff Hour Estimate!*

- Independent staff hour estimates are required both by CFR and F.S.
- Agency estimates must be reviewed before agency seeks concurrence from FDOT to negotiate
- Agency uses estimate to perform a cost analysis of the consultant's cost proposal

8. Independent Staff  
Hour Estimates

**Requirement**

9. Overhead Rates  
(indirect rates) and  
Direct Salary  
Multipliers

**Requirement**

10. Negotiations

# FDOT Negotiations Webpage

<http://www.dot.state.fl.us/procurement/Negotiations.shtm>

Procurement Office / Negotiating Contracts

## Negotiating Contracts



### Negotiating Professional Services Contracts at FDOT

[Negotiation Handbook - 7/22/2015](#)

[Implementation of Mutual Gains Negotiations at FDOT](#)

[Mutual Gains Negotiations at FDOT - FES Article](#)

[Operating Margin Guidelines - 12/24/2008](#)

[Audit Guidelines for Consultants with Field Office Expense Rate - Important Changes 4/13/2007](#)

[Consultant Wage Rate Averages Report](#)

[Current Department of Transportation Overhead Rate Limits](#)

[Mutual Gains Negotiations Computer Based Training - TRESS Course Number WI-01-0032](#)

[Mutual Gains Negotiations On-Line Survey](#)

To be completed only by primes and subconsultants on recently negotiated FDOT consultant contracts. On-line survey information submits directly to FICE website, not to FDOT. Survey information may be anonymously submitted.



### FDOT Consultant Wage Rate Averages Report

[http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?\\_service=default&\\_program=inetprog.db2.afpwagerateform.scl](http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe?_service=default&_program=inetprog.db2.afpwagerateform.scl)

### FDOT Negotiations Handbook

<http://www.dot.state.fl.us/procurement/pdf/negot.pdf>

### SAMPLE on LAP Website

<http://www.dot.state.fl.us/programmanagement/LAP/Forms/Sample-ManhourEst.xlsx>

FDOT Mutual Gains Negotiations Course is open to local agency staff. Contact your District to register and take the prerequisite CBT online!

<http://www.dot.state.fl.us/procurement/WI010032MutNegTrn.shtm>

### **Mutual Gains Negotiations Prerequisite CBT**

TRESS Course Number: WI-01-0032

**Lesson 1: Introduction**

**Lesson 2: Step 1 - Prepare**

**Lesson 3: Step 2 - Create Value**

**Lesson 4: Step 3 - Distribute Value**

**Lesson 5: Step 4 - Follow Up**

**Lesson 6: FDOT Negotiation Handbook**



If the firm is **NOT** FDOT prequalified, they will submit documentation of recently audited rates.

- Would come from an independent accounting firm generally
- Overhead may be limited to current statewide average for home or field office
- Agency pays based on audited overhead rate NOT a reduced or “capped” percentage.

Requirement
9. Overhead Rates (indirect rates) and Direct Salary Multipliers



## OVERHEAD, OPERATING MARGIN & EXPENSE

- Agency should not pay for both “expense %” and “reimbursable expense” - double-dipping
- Fixed fees in excess of 15% of the total direct labor and indirect costs on federal projects per 23 CFR 172.11 may only be justified in exceptional circumstances.
- Operating margin should be paid as a LUMP SUM or FIXED PRICE, not included in the limiting amount- **SEE SAMPLE TAB 6**

Requirement
9. Overhead Rates (indirect rates) and Direct Salary Multipliers



# OVERHEAD, OPERATING MARGIN & EXPENSE

**Requirement**  
 9. Overhead Rates (indirect rates) and Direct Salary Multipliers

during the billing period at the rates specified in Table 2.

## 4.0 COMPENSATION RATES:

The following tables are provided for definition of contractual rates.

Operating Margin should be paid as a lump sum or fixed price, not included in the limiting amount.

**Table 2  
 LOADED BILLING RATES**

**No Multipliers will be added to the following rates.**

Consultant	Classification	Hourly Billing Rate	Premium Overtime Hourly Rate
<b>URS Corporation Southern</b>	CEI Senior Project Engineer	\$158.00	N/A
	CEI Project Administrator	\$82.00	N/A
	CEI Senior Inspector	\$72.00	N/A
	Resident Compliance Specialist	\$52.00	N/A
<b>HighSpans Engineering, Inc.</b>	CEI Asphalt Plant Inspector	\$62.00	N/A
<b>Hyatt Survey Services, Inc.</b>	Senior Surveyor and Mapper	\$145.00	N/A
	Surveyor and Mapper	\$105.00	N/A
	Survey Technician	\$85.00	N/A
	Administrative Assistant	\$50.00	N/A
	3-Person Survey Crew	\$150.00	N/A

The above rates include allowances for salaries, overhead, operating margin, direct expenses and FCCM if applicable.



# OVERHEAD, OPERATING MARGIN & EXPENSE

**Requirement**  
9. Overhead Rates (indirect rates) and Direct Salary Multipliers

Sample Negotiations Documentation-  
Billing rates, multipliers, expense,  
FDOT pre-qualified letter

## RATE SCHEDULE



Position Classifications	Hourly Rate	Loaded Rate
Sr. Project Engineering	\$ 55.00	\$ 161.70
Sr. Specialist/Sr. Inspector	\$ 36.13	\$ 106.22
Inspector	\$ 25.00	\$ 73.50
Resident Compliance Support Specialist	\$ 20.00	\$ 58.80
License Surveyor	\$ 49.35	\$ 145.09
Survey Technician	\$ 26.15	\$ 76.88

Multiplier:	Hourly Rate:	1.000
	General Overhead:	1.2537%
	Fringe Benefits:	42.00%
	Subtotal:	2.6737%
	Fee (10%):	.2673%
	Multiplier:	2.9400%



# OVERHEAD, OPERATING MARGIN & EXPENSE

**Requirement**  
9. Overhead Rates (indirect rates) and Direct Salary Multipliers

Your Unlimited Notice of Qualification shall be valid June 30, 2013 at such time as your December 31, 2012 overhead audit will be due to comply with the Department's requirement on overhead audits. We will automatically notify your firm 45 to 60 days prior to your update deadline.

On the basis of data submitted the Department has approved your accounting system and considers the rates listed below as acceptable rates for qualification purposes.

	<u>Home/Branch Office</u>	<u>Field Office</u>	<u>Facilities Capital Cost of Money</u>	<u>Overtime Premium Excluded</u>	<u>Direct Expense</u>
Overhead Rate	125.37%	88.27%	0.037%		24.54% (Home) 16.62% (Field)

Should you have any questions, please feel free to contact me at 850/414-4485.

*If the RFP is advertised prior to LAP Agreement execution the agency will need to incorporate paper form for Bid Opportunity.*

File Name	<input type="text"/>	Open	Save	Print Form	Reset Form
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			375-040-62		
<b>BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES &amp; CONTRACTUAL SERVICES</b>			PROCUREMENT 04/07		
Prime Contractor/Prime Consultant:	<input type="text"/>				
Address/Phone Number:	<input type="text"/>				
Procurement Number/Advertisement Number:	<input type="text"/>				
<p><u>49 CFR Part 26.11</u> The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.</p>					



# CONTINUING SERVICES CONTRACTS

*Uses ALL the same checklist requirements with minor modifications!*

- Maximum term = 5 years
- Maximum cumulative contract amount = \$1.5 million
- Maximum study activity amount = \$200,000 (planning)
- Maximum construction amount for individual projects = \$2 million
  - You will not be able to issue a task work order for design or CEI services for individual projects with estimated construction costs exceeding \$2 million



# CONTINUING SERVICES CONTRACTS

## *Disclaimers:*

- Continuing contracts awarded **without** federal-aid contract terms are not eligible for reimbursement
- Contracts **cannot** be amended with federal-aid terms after award
- Once the federal-aid contract terms are applied to a contract, all task work orders are **subject** to those terms.
- Agencies may **choose** to execute non-federally funded projects under a contract awarded with federal-aid contract terms.



# CONTINUING SERVICES CONTRACTS

- Scope limited to one work type or phase- design only, CEI only, planning only
- Contracts with multiple professional services in the scope (General Engineering or GEC) are not allowed per 23 CFR 172
- If using FDOT pre-qualifications, scope will generally match category description
- FDOT pre-qualification(s) highly recommended otherwise the contract will not be eligible for use on SHS or NHS projects!



# CONTINUING SERVICES CONTRACTS

- If you intend to award more than one contract for services, your solicitation must outline the selection process
  - IDENTIFY NUMBER OF CONTRACTS TO BE AWARDED
- If you award multiple contracts, the solicitation/contract must outline how you will assign task work orders (23 CFR 172)
  - ASSIGN TWOS BY 1) QUALIFICATIONS OR 2) REGION ONLY!
  - COST/PRICE CANNOT BE A FACTOR



# CONTINUING SERVICES CONTRACTS

- Qualifications determination process for TWOs
  - Issue another RFP type document
  - Re-evaluation of consultants via email exchange, video conference, interview, or telephone
  - Re-evaluate original proposal

## TIPS and TRICKS

- Write RFP so that the selection process documents best qualified consultant by work type
  - Firm A has the most bridge experience
  - Firm B has the most major highway design experience
- Volume of Work- assign to the available firm
  - Not to be confused with rotational or “spreading the work”
  - Assign to the firm with available qualified staff



# CONTINUING SERVICES CONTRACTS

- Examples of assigning TWOs based on region-
  - Divide by quadrants- North, South, East, West
  - Divide by jurisdictional boundaries within County

***\*For both qualifications and regional assignment of task work orders, documenting your process is the key to success when the auditor comes around!***



# CONTINUING SERVICES CONTRACTS

- LAP projects will be associated with task work orders
- Task work orders are negotiated and documented by agency
- District authorization of task work orders requires:
  - Independent man-hour estimates from agency

*Small purchase procedures may be used for professional services directly related to a construction project under the following conditions:*

- Construction project is less than \$325,000  
(state Category Five threshold as set forth in Section 287.017, F.S.)
- The total contract amount for the professional services is estimated less than \$150,000. (48 CFR 2.101)
- ***Use small purchase if both statements are true!***
- If the answer is no to one or more, then the small purchase process cannot be used.

*Small purchase procedures may be used for professional services directly related to a study or planning activity under the following conditions:*

- **Study or Planning activity is less than \$35,000**  
(state Category Two threshold as set forth in Section 287.017, F.S.)

## *Steps to Follow:*

- 1) Verify this is okay in your agency rules! There are many agencies that cannot use this process due to local restrictions.*
- 2) Verify project estimates are below thresholds per F.S.*
- 3) Contact no less than three (3) consultants and review their qualifications*
- 4) Select the most highly qualified consultant*
- 5) Negotiations and final contract award follow the same procedures as competitive selection. See LAP Manual Chapter 18.5 for more details.*

*Please do not:*

- *Break up a project into smaller components or phases simply to use small purchase procedures.*
- *Review less than three consultants*
- *Modify the contract by amendment to exceed the threshold after award. Any dollar value above threshold becomes non-participating.*



# Thank You for Attending Today!

Send questions to:

(insert District email)

[Lorraine.moyle@dot.state.fl.us](mailto:Lorraine.moyle@dot.state.fl.us)



Don't forget  
your  
certificates!