



**DANIA BEACH**  
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City of Dania Beach

26-016

**CONSTRUCTION ENGINEERING AND INSPECTION (CEI)  
SERVICES FOR THE NW 1ST STREET COMPLETE STREETS  
IMPROVEMENT PROJECT (LAP)**

RELEASE DATE: June 19, 2026

RESPONSE DEADLINE: July 16, 2026, 12:00 pm

Please refer to the project timeline in this document for all important deadlines.

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**1. NOTICE TO PROPOSERS**

**CITY OF DANIA BEACH, FLORIDA  
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR  
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE NW 1ST STREET  
COMPLETE STREETS IMPROVEMENT PROJECT (LAP)  
26-016**

**NOTICE IS GIVEN that the City of Dania Beach, Florida (the “City”) will be accepting sealed Proposals for CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE NW 1ST STREET COMPLETE STREETS IMPROVEMENT PROJECT (LAP), 26-016”.**

Proposals will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Thursday, July 16, 2026, at 12:00 pm. Proposals received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

**PROJECT DOCUMENTS**

Documents may be obtained from <https://procurement.opengov.com/portal/daniabeachfl/projects/244439>.

**All Proposers are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids.**

**2. OVERVIEW**

The City of Dania Beach (“City”) is soliciting Proposals from interested persons, firms, or both for the provision of the services described in this RFQ. Through a Request for Qualifications process described in this document, persons and firms interested in assisting the City in the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The City will review submittals only from those persons and firms that submit a Request for Qualifications packet, which includes all the information required to be included as described in the RFQ.

In order to be considered, persons or consulting firms must demonstrate specific experience and capabilities in all related areas for which they seek to perform work as described. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of the City of Dania Beach.

**2.1 Solicitation Timeline**

Advertisement of RFQ	
Pre-proposal Conference	
Question Submission Deadline	
Responses Due	
Evaluation Committee Meeting	
City Commission Approval	
Contract Award	

### **3. SCOPE OF SERVICES**

#### **3.1. INSTRUCTIONS TO PROPOSERS**

The following instructions are given as guidance to Proposers in properly preparing their Proposals to this Request for Qualifications for Consultant Services that are to be provided to the City of Dania Beach, Florida (the “City”).

#### **3.2. SCOPE OF SERVICES**

The scope of services is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired.

The City desires to improve roadway conditions to improve capacity and allow citizens to safely walk/bike to schools and bus stops. The improvements sought include, but are not limited to bike lanes, pedestrian traffic signals, sidewalk repairs, and sidewalk harmonization.

Proposers and subconsultants must be FDOT Certified in the following work groups and capable of providing quality delivery of these services:

- Work Group 10: Construction Engineering Inspection:
  - 10.1 Roadway Construction Engineering Inspection

The City intends to contract with a qualified firm for CEI services which include, but are not limited to:

- A. **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 as prepared by the Engineer of Record.
  1. The Consultant shall observe the Contractor’s progress and quality of work and identify discrepancies, report significant discrepancies to the City, and notify the Contractor of such observed discrepancies and document the outcome of the discrepancy.
  2. The Consultant shall advise the City Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and any corrective action that has been performed by the Contractor.
- B. **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 Project is constructed in reasonable conformity with such documents.
  1. The Consultant shall monitor all off-site activities and fabrication.
  2. The Consultant shall keep detailed accurate records of the Contractor’s daily operations and of significant events that affect the work.
  3. Consultant shall be responsible for monitoring and inspection of the Contractor’s Work Zone traffic control plan and review of any modifications to the Work Zone Traffic Control Plan, including

alternate Work Zone Traffic Control Plan, in accordance with the latest FDOT's procedures.

Consultant employees performing such services shall be qualified in accordance with the FDOT's procedure.

- C. Materials Sampling and Testing Duties** – The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents.
1. The minimum sampling frequencies set out in the FDOT's 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.
  2. The Consultant shall be specifically responsible for verification sampling and testing to determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis etc.
  3. The City will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and possibly testing independent assurance samples.
  4. 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.
  5. Documentation reports on sampling and testing shall be submitted to responsible parties within a reasonable time frame after the construction work is done, not to exceed five (5) business days from receipt of testing results.
    - a. Oversee and verify compliance with FDOT materials certification requirements for all products, components, and materials incorporated into the project.
    - b. Ensure certifications, compliance documents, and supplier/manufacturer documentation are collected, reviewed, and properly maintained in accordance with LAP and CPAM standards.
    - c. Coordinate with testing personnel, FDOT, and the contractor to ensure completeness and traceability of all materials records.
    - d. Prepare and submit the Materials Certification Package as required for project closeout.

**D. Survey Control**

1. The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:
  - a. make and record such measurements as are necessary to calculate and document quantities for pay items;

- b. make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project; and
          - c. perform incidental engineering surveys.
  2. The Consultant shall perform the work necessary to inspect and verify the completeness and correctness of the final as-built survey that the Contractor will complete.
  3. The Consultant may also provide subsurface utility assistance should it be needed on the Project and requested by the City. Survey Work will be performed within the Right-of-Way and all requirements set in the design construction documents.
- E. **Engineering Services** - The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the project.
1. Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes.
  2. The Consultant shall perform the following services:
    - a. Attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the project.
      - i. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.
      - ii. The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days.
      - iii. The Consultant shall submit packages for personnel approval for immediate staff needs and a copy/computer file of the final negotiated staffing to the Project Manager, either at this meeting or within seven (7) days.
    - b. Within ten (10) days after the Notice to Proceed, attend a meeting with the City Project Manager prior to the Pre-construction Conference.
    - c. In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.
    - d. After the Notice to Proceed, the Consultant will attend a SharePoint file sharing informational meeting at the direction of the City's Project Manager.
      - i. The Consultant will provide appropriate staff to attend and participate in this meeting.

- ii. Provide personnel proficient in the use of computers and scanner operation to input construction documents into this SharePoint File Sharing application of the City's.
  - iii. This SharePoint Application functions similarly to FDOT's EDMS and the Consultant's personnel duties will include scanning, attributing and retrieving documents that are to be archived electronically.
3. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project.
4. Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.
5. Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for the City to make timely payment to the Contractor.
6. At the direction of the City's Project Manager; make presentations before applicable Review Boards in connection with the project covered by the Agreement.
7. Monitor the Contractor and subcontractor's compliance with specifications and special provisions of the Contract in regard to payment of predetermined wage rates in accordance with FDOT procedures.
8. The Consultant may also review, in a timely manner, the Contractor's Quality Control (CQC) Plan (per FDOT Specifications), the Contractor's CPM schedule, the appropriate shop drawings and any other appropriate submittals from the Contractor.
9. The Consultant shall have a digital camera for photographic documentation with date and time stamp of noteworthy incidents or events to cover the following areas:
  - a. Pre-Construction photographs
  - b. Normal and exceptional progress of work
  - c. Critical path activities
  - d. Accidents showing damage
  - e. Unsafe working conditions
  - f. Unusual construction techniques
  - g. Damaged equipment or materials
  - h. Any activity which may result in claims
  - i. These photographs will be filed and maintained on the Consultant's computer using the LYNX Digital Photo Management system or equivalent. Copies of photographs will be electronically

transferred to the City's Project Manager at an interval determined by the City's Project Manager.

- j. The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

**F. Claims Analysis and Dispute Documentation**

1. Review, analyze, and provide recommendations regarding contractor claims, disputes, or requests for additional compensation or time.
2. Prepare thorough documentation supporting the owner's position, including independent analysis, entitlement assessments, and negotiation support.
3. Ensure all claim-related documentation meets FDOT LAP record-keeping standards.

**G. Utility Coordination Tracking**

1. Monitor, document, and track utility coordination activities throughout the project.
2. Verify utility adjustments are completed in accordance with approved plans, schedules, and agreements.
3. Maintain communication with utility agency owners (UAOs) and provide regular updates to the Local Agency and FDOT.

**H. LIMS / SiteManager / AASHTOWare Usage (as applicable)**

1. Enter, manage, and maintain project data within required FDOT systems, including LIMS, SiteManager, and AASHTOWare platforms.
2. Ensure timely and accurate upload of inspection reports, daily work records, material documentation, test results, and other required project information.
3. Provide system compliance consistent with FDOT LAP guidelines, including user training or support, if required

- I. **State Local Agency Program (LAP) Compliance Assistance Services** – The CEI Consultant will be required to provide compliance administration services to stated specific projects herein which are funded by the Florida Department of Transportation (FDOT). The Consultant will administer the compliance assistance through direct communication with the Contractor and the City on the project. The Consultant will coordinate all worker interviews through the City's Project Manager prior to contacting the Contractor. The Consultant will perform the contract compliance and certification. The Consultant will be responsible to monitor the Project Compliance documentation in conformity with the Contract Documents and Davis Bacon Act and any closeout documentation required by the FDOT and the appropriate permitting agencies. The Consultant shall keep the City's Project Manager informed of all significant deficiencies discovered and recommend appropriate actions as necessary. The Consultant

shall review certified payrolls for prime and subcontractors to ensure the wage rates and classifications are correct. The Consultant will perform monthly interviews in accordance with the FDOT Contract Compliance Manual, Chapter 6.4.3. The Consultant will take the lead with maintaining records for all EEO Compliance required by contract documents. The Consultant will discuss the compliance requirements per the contract. The Consultant will be responsible for maintaining the required EEO documentation required on this project.

- J. The Consultant shall monitor and document Contractor compliance with all applicable federal-aid requirements incorporated into the construction contract, including but not limited to labor compliance, EEO, and other provisions consistent with FHWA requirements.
- K. **Public Communications with Impacted Property Owners** – The Consultant will coordinate and maintain communications with impacted property owners for the project. This includes public meetings and day to day contact with City residents. The Consultant, as directed by the City Project Manager, will coordinate notifications to property owners about the project scope, schedule and costs.
- L. **Final Estimates and Closeout Package**
  - 1. Prepare, review, and submit the complete Final Estimate package in accordance with current FDOT LAP and Construction Project Administration Manual (CPAM) requirements.
  - 2. Ensure all supporting documentation, pay item records, quantity certifications, and required forms are accurate and complete.
  - 3. Coordinate with the Local Agency and FDOT for audit reviews, revisions, and final acceptance.
  - 4. Assist with project closeout activities, including resolution of outstanding items and compliance verification.

3.3. COMPLIANCE WITH FLORIDA STATUTE 287.055 'CONSULTANTS' COMPETITIVE NEGOTIATION ACT'

- A. In accordance with Florida State Statute 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”), the purpose of this solicitation is to invite qualified firms (Consultants) to provide proposals for the project identified in this RFQ.

3.4. PROJECT LOCATION

Northwest 1st Street, from Bryan Road to Federal Highway.

#### **4. SUBMISSION REQUIREMENTS**

##### 4.1. POSTPONEMENT AND EXTENSION OF DATE FOR SUBMITTING PROPOSALS

The City reserves the right to postpone and extend the date for the receipt of Proposals and will give ample notice of any such postponement and extension to each known prospective Proposer.

##### 4.2. PROPOSAL REQUIREMENTS

Proposers shall, include the following information with the submittal of its Proposal:

###### A. **FIRM EXPERIENCE & PAST PERFORMANCE**The proposer must include the following:

1. Overview of firm’s CEI experience, including years in business and areas of specialty
2. Relevant CEI projects completed within the last 10 years  
For each project, include:
  - Project description and scope
  - Funding source (FEMA, FDOT, FHWA, etc.)
  - Firm’s role and responsibilities
  - Duration and final outcome
  - Owner/client reference with current contact information
3. Demonstrated performance in documentation quality, claims management, schedule control, and compliance

###### B. **KEY PERSONNEL QUALIFICATIONS**Provide the following:

1. Project organization chart, clearly identifying key CEI team members
2. Resumes (2 pages max) for:
  - Project Administrator
  - Senior Inspectors
  - CEI Inspectors
  - Supporting engineers or specialists
3. Required licenses and certifications, including:
  - PE licenses
  - CTQP certifications (as applicable)
  - FDOT training/certifications

###### C. **TECHNICAL APPROACH & PROJECT UNDERSTANDING**This section should clearly describe the proposer’s:

1. Understanding of the project scope, objectives, and complexities

2. CEI methodology for:
  - Inspection oversight
  - Materials sampling and acceptance
  - Daily reporting and documentation compliance (FDOT CPAM)
  - FEMA-funded project cost documentation and eligibility tracking
3. Approach to managing contractors, addressing field issues, and resolving conflicts
4. Approach to safety management, environmental compliance, and site coordination

D. **PROJECT MANAGEMENT & STAFFING PLAN** Provide a clear description of:

1. Management structure, lines of communication, and decision-making authority
2. Staffing plan, including proposed field hours and anticipated coverage (day, night, weekends if applicable)
3. Internal QA/QC procedures
4. Use of technology to improve reporting efficiency, field oversight, or compliance documentation
5. Procedures for maintaining high-quality CEI documentation consistent with FDOT CPAM and FEMA Public Assistance guidelines

E. **AVAILABILITY & CAPACITY TO PERFORM** Proposer must provide:

1. Current and projected workload
2. Ability to begin work within the Owner's required timeframe
3. Local office or rapid-deployment capabilities
4. Staffing capacity to accommodate surge requirements, accelerated schedules, or emergency conditions

F.

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

H. **Equal Opportunity Statement:** A statement that the Proposer is an equal opportunity employer and that it does not and will not discriminate against any person, employee, or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.

I. Copies of all licenses, certificates of competency or other documentation required by federal, state, or local laws, statutes or regulations are required to be submitted as evidence of the authority to perform the services described in the RFQ.

J. All Proposals must include preliminary certificates of insurance verifying all general insurance requirements.

K. All Proposals must be signed by a representative who is authorized to contractually bind the Proposer

#### 4.3. MINIMUM QUALIFICATION REQUIREMENTS

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- A. Proposers must be currently certified, licensed and authorized to work in the State of Florida to services as sought by this RFQ;
- B. Experience working with government agencies;
- C. Currently insured and meeting City insurance requirements with insurance certificates provided that state the name of the Proposer, current street address of the business and the type of work for which a Business Tax Receipt is issued as well as all additional insurance requirements, including required endorsements.

The City shall not consider Proposals that fail to demonstrate compliance with the above requirements. The selected Proposer(s) shall maintain and keep in force insurance throughout the life of any contract, and all renewals and extensions, if any, pertaining or related to the requirements specified in this Section. Failure of the Proposer to comply with these requirements will be sufficient grounds for the City to declare the Contract in default and subject the contract to possible termination by the City.

## **5. INSURANCE REQUIREMENTS**

### **5.1. INSURANCE COVERAGE**

A selected Proposer shall not commence services under an Agreement until it has obtained all insurance required under this paragraph and as required by the Agreement, and not until such time that the coverages are approved by the Risk Manager of the City. The Proposer shall not allow any employee of Proposer or any subcontractor to commence services on any subcontract until the subcontractor and all coverages required of any subcontractor have been obtained and approved by the Risk Manager of the City. In addition, the Proposer shall be responsible for any and all policy deductibles and self-insured retentions.

1. **Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
2. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
3. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications,

deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

#### 4. **Commercial General Liability**

##### a. Limits of Liability (Minimum)

- Bodily Injury & Property Damage Liability
- Each Occurrence \$1,000,000
- Policy Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Products & Completed Operations \$1,000,000

##### b. Endorsements Required – Include in body of COI and/or Description of Operations

- Annual Aggregate shall apply “Per Project/Job”, if available
- Waiver of Subrogation in favor of the City, if available
- Insurance shall apply on a primary and non-contributory basis
- “The City of Dania Beach, Florida” is included as “Additional Insured”
- If Vendor’s Insurance includes coverage for with an “As Required by Written Agreement/Contract” provision, then the following must be in place to establish such written agreement and trigger coverage:
  - An executed written contract between the City and Vendor including these requirements; OR
  - Statement on a Purchase Order or Invoice or other attachment thereof which includes the following verbiage:  
“Vendor will provide proof of General Liability insurance with Limits of \$1,000,000 Per Occurrence/\$2,000,000 General Aggregate. City is included as Additional Insured.”

#### 5. **Business Automobile Liability**

##### a. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$1,000,000
- Any Auto/Owned Autos or Scheduled Autos

- Including Hired and Non- Owned Autos
  - Any One Accident
- b. Endorsements Required-Include in body of COI and/or Description of Operations
- City of Dania Beach included as an additional Insured if appropriate and available
6. **Workers' Compensation / Employers' Liability**
- a. Workers Compensation Limits: Statutory - State of Florida
- Waiver of Subrogation in favor of City, if available
- b. Employers Liability Limits:
- \$100,000 for bodily injury caused by an accident, each accident
  - \$100,000 for bodily injury caused by disease, each employee
  - \$500,000 for bodily injury caused by disease, policy limit
- Workers Compensation must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted. Contractor(s) must be in compliance with all applicable state and federal workers' compensation laws, including US Longshore and Harbor Workers Compensation Act, Jones Act (maritime), Federal Employers Liability Act (railroad), etc. In no event shall Vendor be permitted to utilize in the execution of this agreement, the following:
- I. any employee, subcontractor or subcontractor employee that is exempted or purported to be exempt from Workers' Compensation insurance coverage; or
  - II. any employee, subcontractor or subcontractor employees who will be covered by an employee leasing arrangement
7. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.
8. **Other Conditions Required:**
- Subcontractors' Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.
  - Cancellation Requirements: Required insurance shall always be maintained while vendor is on or utilizing City premises. The above policies shall provide the City of Dania Beach with 10 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Contractor to provide such notice.

- **Notice Requirements:** If an insurable incident occurs while vendor is engaged in a City project, notification to the City is required.
- **Insurance Carrier Financial Stability Requirements:**

Insurance must be provided by companies authorized to do business in the State of Florida. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

  - The Company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management. If a company is downgraded during the agreement term, Vendor shall notify the City.
- **Certificates of Insurance/Verification of Coverage:** Proof of the required insurance must reflect all required insurance above will be furnished by Vendor to the City of Dania Beach Human Resources Department by Certificate of Insurance within 5 days of notification of award. All certificates (and any required documents) must be received and approved by Human Resources before any work commences to permit Vendor time to remedy any deficiencies.
  - Valid Certificates verifying coverage is in force as required above must be on file with the City at all times during contract. If the policies renew during the term of the Contract, updated Certificates verifying coverage is in force shall be submitted to the City within 10 days of expiration. Contractor and/or any Subcontractor shall not perform or continue to work pursuant to this agreement, unless all coverages remain in full force and effect; work delay is subject to provisions in this agreement. If vendor fails to provide proof of insurance within 7 days of City’s receipt of notice at any time during this agreement, the City shall have the right to consider the agreement breached and therefore terminated.
  - A copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
    - **Notices/ Certificate Holder:** City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, FL 33004
    - **City of Dania Beach CRA (If Applicable)**  
100 W. Dania Beach Blvd.  
Dania Beach, FL 33004  
Email: Wayne Fletcher, Risk Manager

- A. ***The City of Dania Beach, Florida reserves the right to review/revise, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein at the time of the insurance submission.***

## **6. TERMS AND CONDITIONS**

### **6.1. INTERPRETATIONS**

Any interpretations, clarifications or additional information not disclosed in this RFQ and determined to be necessary by the City in response to Proposer's questions will be issued by means of addendum or addenda, which addendum or addenda will be posted to the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, for all interested persons identified by the City as having received the RFQ. The Proposers are required to check the site to see if there has been any addendum or addenda posted regarding this RFQ. Only questions answered and information supplied by means of such Addendum or Addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

- A. All questions requiring clarification or interpretation of the RFQ documents shall be made in writing and shall be delivered to the City by Monday, July 6, 2026 12:00 pm.
- B. Any modification or interpretation of the RFQ documents lies within the sole and exclusive judgment of the City or its Consultant, if so authorized by City, and shall be made in writing in the form of an Addendum or Addenda to all those who or which are recorded by the City, as having obtained a complete set of the RFQ documents.
- C. Interpretations or modifications of the RFQ documents made in any manner other than an Addendum or Addenda issued by the City shall not be binding. All updates, clarifications, or modifications to the RFQ shall be issued via written Addendum or addenda and shall be provided to all Proposers.
- D. A Proposer, prior to submitting its Response, shall ascertain in writing that it has received any Addendum or all Addenda issued for the services.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda shall be the responsibility of the Proposer.

### **6.2. RETENTION OF RECORDS AND RIGHT TO ACCESS**

The successful Proposer shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of five (5) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these five (5) years, the records shall be retained by the City until resolution of audit finding.

### **6.3. CONFLICT OF INTEREST**

The Award hereunder is subject to 23 CFR 1.33 and 23 CFR 172.7(b)(4). All Proposers or their sub-consultants must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the City. Further, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Proposer's firm or any of its branches. The Proposer

shall insert in all contracts entered into in connections with the Project or any property include or planned to be included in any Project the following provision:

“No member, officer or employee of the Proposer during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.”

#### 6.4. COOPERATION WITH INSPECTOR GENERAL

The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes. It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

#### 6.5. PROMPT PAYMENT PROVISIONS

Consultant shall prepare and submit to the City for approval, invoices for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The City reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Agreement and the City shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

#### 6.6. BYRD ANTI-LOBBYING CERTIFICATION

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal agency.”

#### 6.7. SUSPENSION AND DEBARMENT

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by the City of Dania Beach. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart

C, in addition to remedies available to the City of Dania Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 6.8. COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES

The Consultant shall comply with all applicable federal, state, and local nondiscrimination laws and regulations, including but not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 CFR Part 21, 49 CFR Part 26, the Civil Rights Restoration Act of 1987, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA) of 1990, the Age Discrimination Act of 1975, and the nondiscrimination requirements of 2 CFR Part 200.318 and FEMA's procurement standards.

The Consultant and any subconsultants shall ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this contract on the basis of race, color, national origin, sex, age, disability, religion, or familial status. This requirement applies to all project-related activities, including but not limited to solicitation, selection, negotiation, subcontracting, employment, training, and contract performance.

As a condition of responsiveness and ongoing compliance, the Consultant shall:

- A. Assure nondiscrimination in all aspects of service delivery, staffing, and subcontracting.
- B. Include the required Title VI and nondiscrimination clauses in all subcontracts and agreements associated with this project.
- C. Maintain records as required by FDOT's Local Agency Program (LAP) and make such records available to the City, FDOT, FHWA, FEMA, or any authorized representative upon request.
- D. Cooperate fully with compliance reviews, audits, and investigations conducted by or on behalf of the City, FDOT, FHWA, or FEMA.
- E. Immediately notify the City of any Title VI or discrimination-related complaints arising from project activities and assist in required documentation and resolution.

Failure to comply with these requirements may result in termination of the contract, withholding of payments, or other remedies available under federal or state law.

#### 6.9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The City is a recipient of Federal funding for this project through the Federal Highway Administration (FHWA) and administered by the Florida Department of Transportation (FDOT) under the Local Agency Program (LAP). As such, this procurement is subject to all applicable federal requirements, including 49 CFR Part 26 (Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs), 2 CFR Part 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms), and FEMA's procurement standards under 2 CFR Part 200.

The City encourages the participation of certified Disadvantaged Business Enterprises (DBEs) in all aspects of the work. Respondents shall make good-faith efforts to solicit, negotiate with, and utilize DBE firms certified through the Florida Unified Certification Program (UCP). DBE firms must be listed in FDOT's Equal Opportunity Compliance (EOC) system at the time of submittal to be considered.

As part of their proposal, Respondents shall:

- A. Identify all proposed DBE subconsultants, the services to be provided, and the estimated percentage of participation.
- B. Demonstrate the good-faith efforts undertaken to meet DBE participation expectations in accordance with FDOT's LAP Manual and 49 CFR Part 26..
- C. Maintain compliance with all DBE reporting, certification validation, and utilization requirements throughout the duration of the contract.

Failure to submit evidence of good-faith efforts or failure to comply with federal DBE requirements may result in the proposal being deemed non-responsive.

The selected Consultant will be required to comply with all FDOT LAP and federal DBE requirements during contract performance, including monthly reporting, prompt payment provisions, and maintaining documentation demonstrating continued compliance.

#### 6.10. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement. Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

#### 6.11. TERMINATION OF CONTRACT

If the successful Proposer fails to provide the Services or shall in any other manner commit a breach of the contract and fails to remedy the same within five (5) calendar days after written notice from the City, the City may terminate the contract resulting from the RFQ without any further notice to the Proposer. City representatives will review the Services periodically to ensure that the requirements of the contract are being met. If any portion of the Services is unsatisfactory, the Proposer shall be contacted, and the discrepancies corrected at no additional cost to the City.

#### 6.12. TERMINATION OF CONTRACT FOR CONVENIENCE

The contract may be terminated for convenience by the City upon fifteen (15) days advance written notice to Proposer (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Proposer shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees, or payments.

6.13. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Proposers are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

6.14. PUBLIC RECORDS

- A. Proposer agrees to keep and maintain public records in Proposer's possession or control in connection with Proposer's performance under the Agreement. Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of the City.
- D. Upon completion of the Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Proposer shall be delivered by the Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the Agreement, the Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Proposer shall be withheld until all records are received as provided in this RFQ.
- F. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the City.
- G. **Section 119.0701(2)(a), Florida Statutes** **IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE PROPOSER MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS. Custodian of Records: ELORA RIERA, MMC Mailing Address: 100 W. Dania Beach**

**Boulevard**

**Dania Beach, Florida 33004 Telephone**

**number: 954-924-9800, Ext. 3623**

**Email: [eriera@daniabeachfl.gov](mailto:eriera@daniabeachfl.gov)**

6.15. RESPONSE PROTEST PROCEDURE

- A. After a Notice of Recommendation to Award a contract is posted, any actual or prospective Proposer in connection with the pending award of the Contract, or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 P.M. on the third (3<sup>rd</sup>) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the written protest, together with an RFQ Protest w are both timely received by the City Manager’s Office. No RFQ Protest shall be accepted unless it complies with the requirements of this Section.
- B. An RFQ Protest Bond is intended to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check. The amount of the RFQ Protest Bond shall be Five Thousand Dollars (\$5,000.00).
- C. Prior to any decision being rendered under this section with respect to a Proposal protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the Proposer to the Proposal in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- D. **Protest Committee**: The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct all appropriate steps be taken to remedy it.
  - 1. The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision. Any person aggrieved by any action or decision of the Protest Committee, with regard to any decision rendered under this section may appeal the decision to the City Commission for a hearing. The City Commission will hear the appeal and render a final decision.
- E. In the event of a timely protest, the City Manager shall stay the award of the Contract, unless after consulting with the City Attorney and a representative from the City’s Department for which the services are being obtained, the City Manager then determines that the award of the contract is necessary

without delay to protect the substantial interests of the City. The continuation of the award process under these circumstances shall not preempt or otherwise affect the protest.

- F. The institution and filing of a protest under this provision is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

6.16. CONE OF SILENCE

- A. **Definitions:** “Cone of Silence,” as used in this RFQ means a prohibition on any communication between:
- a potential vendor, service provider, proposer, lobbyist, or consultant, and
  - a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Bid Review Committee.
- B. **Restriction; Notice:** A Cone of Silence shall be imposed upon this RFQ upon the advertisement of the RFQ. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall.
- C. **Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Commission (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.
- D. **Exceptions to Applicability:** The provisions of this section shall not apply to:
- Communication with the City RFQ representative;
  - Oral communications at pre-proposal conferences;
  - Oral presentations before the Bid Review Committee;
  - Public presentations made to the City Commission members during any duly noticed public meeting;
  - Communications regarding the RFQ between a potential vendor, service provider, proposer, lobbyist or consultant and the City’s Procurement Administrator or City employee designated as responsible for administering the procurement process for the RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
  - Communications with the City Attorney and his staff;
  - Duly noticed site visits to determine the competency of a Proposer regarding the RFQ during the time period between the opening of Proposals and the time the City Manager makes a written recommendation;

- Any emergency procurement of goods or services pursuant to City Code;
- Proposals to the City's request for clarification or additional information
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and staff are in writing or are made at a duly noticed public meeting .

E.

- F. **Penalties:** Violation of this section by a Proposer or other listed person shall render any RFQ award or contract to the Proposer voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on the City Bid Review Committee. In addition to any other penalty provided in this RFQ, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

**7. EVALUATION CRITERIA AND PROCEDURES**

The

The evaluation process for this solicitation can be conducted in multiple phases as outlined below:

- **Phase 1: Initial Evaluation and Shortlisting**

Submission Review: All submitted proposals will undergo an initial evaluation based on the evaluation criteria specified in the solicitation document.

Scoring for Shortlist Purposes: The scoring from this initial phase (as outlined in the solicitation) will be utilized the purpose of developing a shortlist of firms. This shortlist will include firms that are considered most qualified based on their submitted proposals against the scoring criteria.

- **Phase 2: Invitation to Interviews**

Selection for Invitation to Interview: The Short listed firms may be invited to an Invitation to Interview (Phase II). This phase may include interviews or oral presentations and ad hoc question and answer with the evaluation committee and each short listed vendor. The available time for presentations, questions/topics, and scoring weight for each question will be provided with reasonable notice to short listed firms in the invitation.

Evaluation During Presentations: The evaluation committee will assess the interviews/presentations based on the weights assigned to the questions or topics outlined in the invitation in a Final Ranking Meeting following the Interviews.

Final Scoring :Final ranking based on combined Phase 1 + Phase 2 scores.

Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Firm Experience &amp; Past Performance</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience with FDOT-funded and FEMA-funded CEI projects</li> <li>• Quality of past work on similar r CEI assignments</li> <li>• Ability to meet schedules and budgets on prior federally funded projects</li> <li>• Performance evaluations from previous public agencies</li> </ul>	N/A	N/A

2.	<p><b>Key Personnel Qualifications</b></p> <ul style="list-style-type: none"> <li>● Professional licenses (PE, CEI Certified Staff, CTQP qualifications, etc.)</li> <li>● Experience of proposed Project Administrator, Senior Inspectors, and Support Staff</li> <li>● Availability and ability to maintain team continuity</li> </ul>	N/A	N/A
3.	<p><b>Technical Approach &amp; Understanding of Project</b></p> <ul style="list-style-type: none"> <li>● Firm’s understanding of FEMA/FDOT compliance, documentation, and reporting requirements</li> <li>● Approach to quality control, materials testing, oversight, documentation, and safety</li> <li>● Proposed project controls (daily reporting, schedule verification, change order review)</li> </ul>	N/A	N/A
4.	<p><b>Project Management &amp; Staffing Plan</b></p> <ul style="list-style-type: none"> <li>● Current workload</li> <li>● Ability to begin work within required timeframes</li> </ul>	N/A	N/A

Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Project-Specific Approach &amp; Methodology</b></p> <ul style="list-style-type: none"> <li>● Detailed plan for CEI oversight, schedule compliance, materials acceptance, and documentation</li> <li>● FEMA-compliant cost tracking and reimbursement documentation processes</li> <li>● FDOT-compliant CEI procedures (CPAM, CTQP requirements, Daily Work Reports, etc.)</li> <li>● Plan for minimizing risk and ensuring federal audit readiness</li> </ul>	Points Based	35 <i>(38.9% of Total)</i>
2.	<p><b>Team Performance During Presentation</b></p> <ul style="list-style-type: none"> <li>● Clarity, responsiveness, and technical competence</li> <li>● Ability of proposed staff to explain roles and solve project-specific problems</li> <li>● Demonstrated understanding of local site conditions and constraints</li> </ul>	Points Based	25 <i>(27.8% of Total)</i>
3.	<p><b>Quality Management &amp; Compliance Controls</b></p> <ul style="list-style-type: none"> <li>● QA/QC systems, internal review practices, and oversight structure</li> <li>● Experience with federal procurement compliance (2 CFR 200), FEMA Public Assistance documentation, and FDOT reporting standards</li> </ul>	Points Based	20 <i>(22.2% of Total)</i>
4.	<p><b>Innovation, Technology, and Efficiency</b></p> <ul style="list-style-type: none"> <li>● Use of digital inspection tools, automated reporting, GIS, drone inspections, etc.</li> <li>● Strategies to accelerate project delivery or reduce risk</li> </ul>	Points Based	10 <i>(11.1% of Total)</i>

**8. PROPOSER SUBMISSION**

1. PROPOSAL SUBMISSION

1.1. Please upload your proposal response here.\*

\*Response required

2. REFERENCES

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1. Reference 1\*

Name of Entity for which services were performed:

Brief Description of Scope of Services:

Amount of Contract Award:

Status of Contract:

Contact Name:

Telephone Number:

\*Response required

2.2. Reference 2\*

Name of Entity for which services were performed:

Brief Description of Scope of Services:

Amount of Contract Award:

Status of Contract:

Contact Name:

Telephone Number:

\*Response required

2.3. Reference 3\*

Name of Entity for which services were performed:

Brief Description of Scope of Services:

Amount of Contract Award:

Status of Contract:

Contact Name:

Telephone Number:

\*Response required

2.4. Reference 4\*

Name of Entity for which services were performed:

Brief Description of Scope of Services:

Amount of Contract Award:

Status of Contract:

Contact Name:

Telephone Number:

\*Response required

2.5. Reference 5\*

Name of Entity for which services were performed:

Brief Description of Scope of Services:

Amount of Contract Award:

Status of Contract:

Contact Name:

Telephone Number:

\*Response required

3. PROPOSER QUALIFICATION QUESTIONNAIRE

3.1. Firm Name:

3.2. Business Address:\*

\*Response required

3.3. Contact information of authorized representative\*

Include name, title, email address and phone number

\*Response required

3.4. Entity Type\*

Corporation

Partnership

Individual

Other (specify below)

\*Response required

3.5. Date of organization or incorporation of business:

3.6. State in which business is organized or incorporated:

3.7. Please list the name and title of Principal Officers and the date they were elected:

3.8. If Proposer is other than an individual, corporation or partnership, describe the organization and give the names and addresses of principals:

3.9. How many years has your organization been in business?\*

\*Response required

3.10. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute:

3.11. Please list any former names under which your business has operated:

3.12. The length of time (continuous) in business in Florida:\*

\*Response required

3.13. If an out-of-state Corporation or entity, must be currently authorized to do business in Florida by the Office of the Florida Secretary of State.\*

Please confirm

\*Response required

3.14. State the name and title of the individual who will have responsibility relating to the services:\*

\*Response required

3.15. State the name and address of attorney or law firm, if any, for the business of the Proposer:\*

If none, indicate such in the space below.

\*Response required

3.16. Have you personally reviewed the requirements for the proposed services?\*

Yes

No

\*Response required

3.17. Did you attend the Pre-Proposal Conference if any such conference was held?

Yes

No

3.18. Have you ever failed to complete any work awarded to you? If so, state when, where and why:\*

\*Response required

3.19. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer:

3.20. Attach a financial statement including Proposer's latest balance sheet and income statement showing the following items: a) Current Assets b) Net Fixed Assets c) Other Assets d) Current Liabilities e) Other \*

Note that financials are exempt in Florida statutes from public record disclosure and will remain confidential.

\*Letters asserting financial stability are not acceptable documentation to fulfill this requirement.

\*Response required

3.21. State the name of the firm preparing the financial statement and its date:\*

\*Response required

3.22. Is this financial statement for the identical organization named on page one? \*

Yes

No

\*Response required

- 3.23. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
- 3.24. The Proposer acknowledges and understands that the information contained in response to this Questionnaire shall be relied upon by the City in awarding a contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the City to reject the proposal, and if after the award, to cancel and terminate the award, contract or both.\*

Please confirm

\*Response required

#### 4. REQUIRED FORMS

##### 4.1. Anti-Human Trafficking Affidavit\*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Affidavit of Compliance wit...](#)

\*Response required

##### 4.2. Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes\*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [City of Dania Beach Florida...](#)

\*Response required

##### 4.3. Non-Collusion Affidavit\*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Non\\_Collusion\\_Affidavit.pdf](#)

\*Response required

##### 4.4. Certification to Accuracy of Proposal\*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Certification to Accuracy o...](#)

\*Response required

##### 4.5. Drug Free Workplace Certification\*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid 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:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

Please confirm

\*Response required