

**CITY OF TAMPA**  
**REQUEST FOR QUALIFICATIONS**

**A DESIGN-BUILD PROJECT**

**Tampa Multimodal Network and Safety Improvements  
Project**

**(West River District BUILD)**

**City Contract Number: 22-C-00001**  
**Federal Procurement Number: HOFM220023PR**

**DATE: February 5, 2023**

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## **1.0 INTRODUCTION**

The City of Tampa (City) submits this Request for Qualifications (RFQ) to solicit Statements of Qualifications (SOQs) from those entities (Offerors) interested in contracting to serve as the Design-Builder for the Tampa Multimodal Network and Safety Improvements Project-West Riverwalk (Project). The purpose of this RFQ is to solicit information that will enable the City to determine which Offerors: (a) are best qualified to successfully execute the design and construction of the Project; and (b) will be invited to submit proposals in the subsequent Request for Proposals (RFP) phase per Item 2.3.

All responsive Offerors' SOQs will be rated and scored by a City Evaluation Team based upon the evaluation criteria established in this RFQ. NOTE: Only the three (3) firms with the highest SOQ scores, will be shortlisted and invited to submit Technical Proposals in response to the Request for Proposals (RFP). Following selection of the winning bidder, the two unsuccessful shortlisted firms that submit responsive proposals on the RFP will each be paid a fixed stipend of \$150,000.

Offerors' SOQs must meet all requirements established by this RFQ. Requirements of this RFQ generally will use the words "shall", "will", or "must" (or equivalent terms) to identify a required item that must be submitted with an Offeror's SOQ. Failure to meet an RFQ requirement may render an Offeror's SOQ non-responsive, while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the City Evaluation Team and be reflective of the Evaluation Team's scoring (in their sole discretion) of Offerors' SOQs.

The Project will be funded with federal and local dollars, thereby requiring the Offeror to adhere to all pertinent federal, state, and local requirements.

The RFP is also included for informational purposes and can be referenced for Offerors to determine their interest in this federally funded project.

## **2.0 BACKGROUND INFORMATION**

### **2.1 Project Overview**

The Project is located in the City of Tampa, Hillsborough County, Florida. The method of advertisement complies with state and federal laws including advertising within the local newspaper, Florida Administrative Register (FAR), demandStar.com, and the City's Construction Project Bidding website.

The Project goals are to complete a safe multimodal network throughout the West River area and enhance the sustainability and resilience of the City. The multimodal network will be completed by: constructing new pathways, improving existing pathways as needed, constructing pedestrian bridges, adding lighting, converting existing roadways into Complete Streets, and providing enhanced crossing facilities at major roadway intersections.. Sustainability and resilience will be enhanced by: constructing living shorelines, using solar powered lights, and providing safe walking, and biking facilities. The project will expand connections and provide a variety of safe mobility options for pedestrians and bicyclists throughout the neighborhoods that make up the West River area. Refer to the RFP Design Criteria Package and Conceptual Plans for additional information.

The City's current estimated contract value for this Project is approximately \$30,000,000 with a substantial completion date not later than December 31, 2026.

### **2.2 Offeror's Scope of Work**

The scope of work to be undertaken by the Design-Builder under the design-build contract for this Project will be identified in the RFP. This work includes, among other things all work required to support the design and construction of the Project, such as: (a) roadway and trail; (b) survey;(c) environmental; (d) structural; (e) geotechnical; (f) hydraulics; (g) traffic control devices; (h) transportation management plan; (i) utility relocations/adjustments; (j) public involvement/ relations and stakeholder coordination; (k) quality assurance and quality control; (l) landscaping; (m) lighting; and (n) overall Project management. Offerors should note that all work performed on this Project must match the survey file datum and working units.

Environmental work shall address all items necessary for the acquisition of permits.. Categorical Exclusions are being sought for each segment of this project in accordance with the National Environmental Policy Act (NEPA). The Cultural Resources Assessment and the Contamination Screening components have been approved. The anticipated completion of the NEPA Approval process is expected by February 27, 2023. The Offeror will be required to fulfill all commitments included in the final approved NEPA Documents, which will be completed prior to submission of the Offeror's technical proposals. Draft environmental documents are provided as an attachment within the RFP. Any changes to these documents will be transmitted via an addendum to the shortlisted D-B Firms.

Utility work includes all items necessary to perform the relocations, adjustments, and coordination of utilities.

Coordination with third party stakeholders, including but not limited to CSXT, TECO, THEA, University of Tampa, Hillsborough County Public Schools, and Tampa Preparatory School is the responsibility of the Design-Builder with assistance and coordination through City staff.

### **2.3 Procurement Overview of the Project**

The City will use a two-phase selection process for the selection of a Design-Builder for the Project. This RFQ represents the first phase in the selection process. The City intends to short-list the three (3) highest-ranked Offerors. Only the short-listed Offerors will receive the Final RFP and be allowed to submit proposals. In the event that three or fewer SOQs are determined to be responsive, then those Offerors could be considered short-listed without their SOQs being rated and scored by the Evaluation Team and be allowed to submit Proposals.

The RFP represents the second phase of the selection process and entails the submission of a Technical Proposal and a Sealed Price Proposal by each short-listed Offeror. While the RFP will contain specific requirements for the Technical and Sealed Price Proposals, as well as specific selection criteria, the City anticipates that: (a) Technical Proposals will include, among other things, the Offeror's design/conceptual plans and a Project schedule; and (b) Sealed Price Proposals will include, among other things, the fixed price for the design and construction of the Project. This Adjusted Score Design-Build project will be awarded to the firm with the lowest adjusted score based on each Bid Price Proposal divided by the corresponding Technical Score. [RFP Sec . VII., D.]

### **2.4 Schedule**

Below is the current schedule of events that will take place as part of the procurement process. The City reserves the right to make changes or alterations to the schedule as the City determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the City, the dates indicated for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Minimum # of Days (Calendar)	Event
Sunday, February 5, 2023	0	Design-Build Request for Qualifications (RFQ) Advertisement
Friday, February 17, 2023	12	Pre-Submission Meeting (Virtual) for prospective Design-Build Firms; <a href="https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1">https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1</a> Meeting ID: 259 900 683 976 Passcode: LiiAZg
Friday, March 10, 2023	21	Deadline for submittal of questions regarding the RFQ to be submitted to the City by Design-Build Firms. All questions to be submitted via email to ContractAdministration@tampagov.net
Monday, March 20, 2023	10	Design-Build Firm Statement of Qualifications (SOQ) due via email by 2:00 pm local time. Email to: ContractAdministration@tampagov.net .
Monday, April 3, 2023	14	Contracting Unit provides SOQ Scores and Proposal Evaluator comments to Selection Committee.
Monday, April 10, 2023	7	Public Meeting of Selection Committee to review and confirm SOQ Scores – 10:00 am local time; Old Fort Brooke Parking Garage - Third Floor Conference Room, 107 North Franklin Street, Tampa.
Tuesday, April 11, 2023	1	Design-Build firms Shortlist Posting, and <b>FINAL</b> Request for Proposal (RFP) provided to shortlisted firms. Design-Build posting at: <a href="https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs">https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs</a> .
Wednesday, May 3, 2023	22	Design-Build Firm to provide preliminary list of potential ATC proposals via email to ContractAdministration@tampagov.net by 2:00 pm local time
Tuesday, May 9, 2023	6	One-on-one ATC Discussion Meeting. Location and time TBD.
Thursday, May 18, 2023	9	Deadline for Shortlisted Design-Build Firms to Submit ATC Proposals; to be submitted via email to ContractAdministration@tampagov.net by 2:00 pm local time
Tuesday, May 23, 2023	5	One-on-one ATC Discussion Meeting; 90 minutes per meeting. Location and time TBD.
Thursday, June 8, 2023	16	City Review of ATCs complete; Design-Build Firms to be notified of City findings via email provided by Design-Build Firms.
Thursday, June 22, 2023	14	Deadline for submittal of questions regarding the RFP to be submitted to the City by Design-Build Firms. All questions to be submitted via email to ContractAdministration@tampagov.net
Thursday, June 29, 2023	7	Deadline for Responses from City to Questions regarding the RFP to be posted to Pre-Bid Q&A Website. Responses will be posted by 2:00 pm at <a href="https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs">https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs</a>

Thursday, July 20, 2023	21	Technical Proposals Due at City of Tampa, by E-Mail to <a href="mailto:ContractAdministration@tampagov.net">ContractAdministration@tampagov.net</a> no later than 2:00 pm local time. Technical proposals shall be submitted in accordance with Section V(B)(3) of the RFP.
Thursday, August 3, 2023	14	Firm Presentations to Technical Reviewers and City of Tampa Consultants' Competitive Negotiation Act (CCNA) Selection Committee. Location and Time to be determined.
Thursday, August 10, 2023	7	Expected Completion of Technical Review Scores.
Thursday, August 17, 2023	7	Sealed Price Proposals from Design-Build Firms due at The City of Tampa, 306 E Jackson Street Security Desk Tampa, FL, 33602, no later than 2:00 pm local time.
Monday, August 21, 2023	4	Public Meeting of the CCNA Selection Committee to include technical scores announcement and opening of price proposals determination of successful firm. Location and time to be determined.
Monday, August 28, 2023	7	Anticipated Final Selection Posting at: <a href="https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs">https://www.tampa.gov/contract-administration/programs/architectural-engineering-construction-and-related-rfqs</a>
Monday, September 25, 2023	28	FHWA Concurrence of Intent to Award
Tuesday, September 26, 2023	1	D-B Contract to City of Tampa City Council for Approval , Subject to change.
Monday, October 16, 2023	20	Anticipated Date for Execution of Design-Build Contract.
Thursday, December 31, 2026		Substantial completion of construction.
Wednesday, June 30, 2027		Final construction complete.

## 2.5 Evaluation Team

An Evaluation Team will be appointed by the City to rate and score the SOQs. In addition to the appointed Evaluation Team, the City may use any appropriate technical resources to provide assistance in evaluating the submittals.

## 2.6 City's Point of Contact

The City's sole point of contact (POC) for matters related to the RFQ shall be Jim Greiner, 813-274-8598, [Jim.Greiner@tampagov.net](mailto:Jim.Greiner@tampagov.net) or [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net). The City's POC is the only individual authorized to discuss this RFQ with any interested parties, including Offerors. All communications with the City's POC about the Project or this RFQ shall be in writing, as required by applicable provisions of this RFQ.

The City disclaims the accuracy of information derived from any source other than the City's POC, and the use of any such information is at the sole risk of the Offeror.

All written communications to the City from Offerors shall specifically reference the correspondence as being associated with "22-C-00001; Tampa Multimodal Network".

## 2.7 RFQ Information Package

An RFQ information package is available to interested Offerors. These files can be downloaded from links posted at <https://www.tampa.gov/rfq/22-c-00001-tampa-multimodal-network-and-safety-improvements-project>.

The RFQ Information Package includes:

- RFQ Advertisement
- RFQ Attachments
- RFP
- RFP Attachments
- RFP Reference Documents

Offerors shall note that the RFQ Information Package is being provided for informational purposes only and all documents included therein are subject to change; therefore, these documents shall not be relied upon for the purposes of developing a Proposal.

### **2.8 Acknowledgment of Receipt of RFQ, Revisions, and/or Addenda**

Offeror shall provide to the City the Acknowledgement of RFQ, Revisions, and/or Addenda, Attachment Q-A2, signed by the Offeror's Point of Contact or Principal Officer with submission of the SOQ, which will serve as an acknowledgment that the Offeror has received this RFQ and all changes.

## **3.0 CONTENTS OF STATEMENTS OF QUALIFICATIONS**

This Section describes specific information that must be included in the Statements of Qualifications. The format for the presentation of such information is described in Section 5.2.

### **3.1 General**

**3.1.1** The RFQ phase of the procurement process is intended to enable Offerors to demonstrate their qualifications to perform the Project and to enable the City to evaluate those qualifications in arriving at a short-list. Offerors are advised that the SOQ should include specific information that will demonstrate the qualifications and experience required by this RFQ. **Offerors should note that it is not the intent of the City to receive Project-specific design or engineering recommendations as part of this RFQ.**

**3.1.2** The SOQ will consist of all information required under this Section. Offerors shall complete the SOQ Checklist, Attachment Q-A1, and include it in their SOQs. The purpose of the SOQ Checklist is to aid the Offeror in ensuring all submittal requirements have been included in the Offeror's SOQ and to provide a page reference indicating the location of each submittal requirement in the SOQ.

**3.1.3** Offerors shall be aware that the City reserves the right to conduct an independent investigation of any information, including prior experience, identified in a SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. The City also reserves the right to request additional information from an Offeror during the evaluation of that Offeror's SOQ.

### **3.2 Letter of Submittal**

**3.2.1** The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror. The Offeror is defined as the legal entity who will execute the Contract with the City. The Letter of Submittal shall be signed by an authorized representative of the Offeror's organization.

**3.2.2** Identify the name, title, address, phone numbers, and e-mail address of an individual who will serve as the Point of Contact for the Offeror.

**3.2.3** Identify the name, address, and telephone number of the individual who will serve as the Principal Officer of the Offeror. (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).

**3.2.4** Identify whether the Offeror will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership, or another form of organization. Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Offeror is a limited liability company, partnership, or joint venture, describe the bonding approach that will be used and the members of such organizations who will have joint and several liability for the performance of the work required for the Project. A single 100% Public Construction Bond shall be provided regardless of any co-surety relationship.

**3.2.5** Identify the full legal name of both the Lead Contractor and the Lead Designer for this Project. The Lead Contractor is defined as the Offeror that will serve as the prime/general contractor responsible for the overall construction of the Project and will serve as the legal entity who will execute the Contract with the City. The Lead Designer is defined as the prime design consulting firm responsible for the overall design of this Project.

**3.2.6** Provide the full legal name and address of all affiliated and/or subsidiary companies of the Offeror on Attachment Q-A3. Indicate which companies are affiliates and which companies are subsidiaries. An affiliate shall be considered as any business entity that is closely associated with another business entity so that one entity controls or has the power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in joint ventures, etc. as to cause a public perception that the two firms are one entity. Firms that are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.

If the Offeror does not have any affiliated and/or subsidiary companies, other than the Offeror's legal business entity, indicate such on Attachment Q-A3.

The Offeror shall not submit more than one SOQ for this Project, however the Offeror may substitute their SOQ with a more current version prior to the deadline.

**3.2.7** Execute and return the attached Certification Regarding Debarment Form(s) Primary Covered Transactions, set forth as Attachment Q-A4(a) and Certification Regarding Debarment Form(s) Lower Tier Covered Transactions, set forth as Attachment Q-A4(b) for the Offeror and any subconsultant, subcontractor, or any other person or entity on the Offeror's organizational chart included in the Statement of Qualification.

If the Offeror and any subconsultant, subcontractor, or any other person or entity are unable to execute the certification, then the prospective participant shall attach an explanation to its Certification Regarding Debarment Form. Failure to execute the certification will not necessarily result in denial of the award but will be considered in determining the Offeror's responsibility. Providing false information may result in federal criminal prosecution or administrative sanctions.

**3.2.8** State the Offeror's FDOT prequalification number and current FDOT prequalification status (active, inactive, etc.) in the Letter of Submittal. Provide a copy of the current listing of the Firm's prequalification posted on FDOT's website indicating the Offeror is currently prequalified in the appendix of the SOQ. The Offeror must be in good standing and prequalified to bid on the Project. The Offeror must be prequalified in the following work class categories:



## Design

- 3.1 Minor Roadway Design
- 4.1.2 Minor Bridge Design
- 7.1 Signing, Pavement Marking and Channelization
- 8.2 Design, Right of Way, Construction Surveying

## Construction

- 27 Minor Bridge

**3.2.9** Include a letter from a surety or insurance company in the appendix of the SOQ stating that the Offeror is capable of obtaining a performance and payment bond based on the current estimated contract value referenced in Section 2.1, which bonds will cover the Project and any warranty periods. The letter of surety shall clearly state the rating categorization noted above and reference the estimated contract value as identified in Section 2.1, in a manner similar to the notation provided below:

*“As surety for [the above named Contractor], [XYZ Company] with A.M. Best Financial Strength Rating [rating] and Financial Size Category [Size Category] is capable of obtaining 100% Performance Bond and 100% Labor and Materials Payment Bond in the amount of the anticipated cost of construction, and said bonds will cover the Project and any warranty periods as provided for in the Contract Documents on behalf of the Contractor, in the event that such firm be the successful bidder and enter into a contract for this Project.”*

The Surety letter for a Joint Venture Offeror shall be in the name of the Joint Venture entity.

**3.2.10** All business entities on the Offeror’s proposed team must comply with applicable State and Federal laws and regulations with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror’s proposed team shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide any services proposed or related to the Project. All business entities on the Offeror’s proposed team shall satisfy all applicable commercial and professional registration requirements, including, but not limited to those requirements of the Florida Division of Corporations (DOC) and Florida Department of Business and Professional Regulation (DBPR). Full-size copies of licenses and registrations, or evidence indicating the same, should be included in the appendix of the SOQ. Additionally, the following information should be provided in Attachment Q-A5:

- (a) The registration information for each business entity on the Offeror’s proposed team. Provide the name, registration number, type of corporation, and status from the Florida DOC.
- (b) The DPBR registration information for each office practicing or offering to practice any professional services in Florida. Provide the business name, address, registration type, registration number, and expiration date.
- (c) The DBPR license for each Key Personnel practicing or offering to practice professional services in Florida. Provide the name, the address, type, the registration number, expiration date, and the office location where each Key Personnel member is offering to practice professional services in Florida.

Failure to comply with applicable State and Federal laws and regulations with regard to those legal requirements in Florida (whether federal or state) regarding your organizational structure, any required registration with

governmental agencies and/or entities, and any required governmental licensure, whether business, individual, or professional in nature may render an Offeror's SOQ, in the sole and reasonable discretion of the Department, non-responsive and in that event the Offeror's SOQ may be returned without any consideration or evaluation.

### 3.3 Offeror's Team Structure

The Offeror should provide sufficient information to enable City to understand and evaluate the Offeror's Team. The Offeror should respond to the following:

Provide the identity of and information about the **Key Personnel** listed below. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Design-Build Contract. This information is to be provided on the Key Personnel Resume Form attached hereto as Attachment Q-A6. Resumes for individuals who are not identified as Key Personnel should not be included in the SOQ. At the time of SOQ submittal, the Key Personnel shall be an employee of the respective firm shown on the Organizational Chart and dedicated to the Project.

- (a) **Design-Build Project Manager (DBPM)** – This individual shall be responsible for the overall Project design and construction and shall have the necessary expertise and experience required to supervise and exercise a degree of control of the Work. Work is comprised of all Design-Builder's design, construction, quality management, contract administration and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents in a timely manner. The individual should be capable of answering questions/inquiries relevant to the project. The DBPM shall be responsible for meeting the Design-Builder's obligations under the Contract complying with all applicable requirements and avoiding and resolving disputes.
- (b) **Quality Assurance Manager (QAM)** – This individual shall be from an independent firm that has no contractual relationship and no involvement in construction operations (to include QC inspection and testing) for the Project. The QAM shall be responsible for complying with all applicable requirements, the development and adherence to the Design-Build QA/QC plan. The QAM shall be responsible for the quality assurance (QA) of the work performed and of the inspection and testing of all materials used on the Project, to include monitoring of the contractor's quality control (QC) program. The QAM shall ensure adherence to environmental permits and commitments and that all work and materials, testing and sampling, and work zones are in conformance with the Contract and the "approved for construction" (AFC) plans and specifications. The QAM shall also be responsible for certification of project compliance to the Contract Requirements and certification for monthly Application of Payment. This individual shall be a registered, licensed, Professional Engineer in the State of Florida.
- (c) **Design Manager (DM)** – This individual shall be responsible for complying with all applicable requirements, coordinating the individual design disciplines and ensuring the overall Project design is in conformance with the Contract Documents. The DM shall be responsible for establishing and overseeing a QA/QC program for all pertinent disciplines involved in the design of the Project, including, review of design, working plans, shop drawings, specifications, and constructability for the Project. This individual shall be a registered, licensed, Professional Engineer in the State of Florida.
- (d) **Construction Manager (CM)** – This individual, **who will be required to be on the Project site full-time for the duration of construction operations**, shall be responsible for complying with all applicable requirements, managing the construction process, to include all Quality Control (QC) activities to ensure the materials used and work performed meet contract requirements and the "approved for construction" (AFC) plans and specifications. Provide a

current list of assignments and the anticipated duration of each assignment for all projects in which the CM is currently obligated.

- (e) **Compliance Specialist (CS)**- This individual shall be responsible for ensuring compliance of the Project with all applicable federal, state and City requirements including with all federal, state and City requirements related to equal employment opportunity (EEO) and diversity, equity and inclusion (DEI) of the Offeror and subconsultant staff. This individual shall preferably have at least five (5) years' experience of oversight in FDOT's or City of Tampa's compliance programs, including experience and knowledge in the areas of workforce development, disadvantaged business enterprises and recordkeeping.
- (f) **Public Information Coordinator**- This individual shall be responsible for managing the public involvement activities with interested persons, groups, and government organizations. The individual will be responsible for overseeing a proactive, robust, and transparent community outreach program to keep the neighborhoods, neighboring communities and project stakeholders continuously informed of project status, project information, and construction scheduling and impacts. This individual shall also coordinate any required public outreach and public meetings.

Furnish an **Organizational Chart** showing the "chain of command" of all companies, including individuals responsible for pertinent disciplines, proposed on the Offeror's team. Identify major functions to be performed and their reporting relationships in managing, designing, and constructing the Project. The team proposed by Offeror including the Lead Contractor, the Lead Designer, Key Personnel, subcontractor and/or subconsultant and other individuals identified on the organizational chart shall remain on the Offeror's team for the duration of the procurement process and if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract as required in Section 11.1.

Furnish a narrative describing the functional relationships and communication among key personnel and other participants, including design and construction team interaction throughout the Project.

**Evaluation of Key Personnel:** Extent to which the qualifications and experience of each of the Key Personnel demonstrates their role, responsibility, and specific job duties as it relates to the needs of this Project. The resume should provide confidence that the Project and risks will be effectively managed through personal competence, accountability, and availability to successfully deliver the Project. Extent to which the organizational chart and narrative includes pertinent disciplines required for the Project and demonstrates a well-integrated organization throughout the design and construction of the Project. Furthermore, the reporting relationships are presented clearly with logical and appropriate reporting lines incorporating all aspects of management, design, and construction for the Project, including the City and third parties, supporting effective communication and providing confidence that the Project will be delivered in accordance with the contract requirements. The City reserves the right to consider as part of the evaluation of the Offeror's organizational structure, the Offeror's ability to keep their team intact to include Key Personnel for the duration of the procurement and throughout construction of the project (based on the City's knowledge of personnel changes made by the Offeror on previous Contracts).

### **3.4 Offeror's Workload and Availability**

Provide sufficient information to enable the City to understand and evaluate the Offeror's current workload and contracts being undertaken, and the planned availability of its workforce. Offeror should provide a brief narrative of contracted or awarded work that will likely to be ongoing during the design and construction of this project. Offeror should provide detail on how they will adequately staff this project to ensure it is completed within the scheduled timeframe. Narrative can include historical evidence of on time job completion experience.

### **3.5 Experience of Offeror's Team**

Provide sufficient information to enable the City to understand and evaluate the experience of the Offeror's team on projects of similar scope, size, and complexity. The City intends to select an Offeror that best demonstrates previous experience in the following areas:

#### **3.5.1 Experience of Offeror's Team on Compete Streets/Trails and Coastal/Living Shorelines Projects within the last 10 years:**

- Delivering complete street projects that integrates people and place in the planning, design, construction, operation, and maintenance of a transportation facility. A complete street may include: sidewalks, trees, bike lanes, special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.
- Delivering projects that balance the needs of different modes, and support local land uses, economies, cultures, and natural environments.
- Delivering trail and sidewalk projects.
- Delivering innovative coastal / shoreline systems that meet multiple objectives including: supporting and protecting landward facilities, reducing wave energy reflection, reducing channel discharge velocity, sustaining native wetland vegetation, improving water quality, providing habitat opportunities, and reducing flood impacts.
- Delivering living shoreline systems with self-sustaining, native plant material.
- Delivering hybrid shoreline systems consisting of multiple components such as vertical seawalls, boulder embankments, revetments, breakwaters, and living shorelines.
- Permitting coastal / shoreline improvements through the USACOE and other agencies.

#### **3.5.2 Experience of Offeror's Team on similar Design-Build Projects**

Delivering construction projects of similar scope and nature specifically through the Design-Build method of procurement, where a single entity is contracted to deliver overlapping design and construction phases in an attempt to reduce project risks, cost overruns and shorten project delivery schedules.

Identify on the **Offeror's Team Construction Work History Form** (Attachment Q-A7(a)), three (3) relevant projects by the team for this Project, as identified Section 3.2.5, focusing on what the Offeror considers most relevant in demonstrating the qualifications to serve on this Project. Attachment Q-A7(a) should be submitted for each of 3.5.1 and 3.5.2 categories. If work identified on the Work History Form was performed by an affiliated or subsidiary company of the team, explain the justification for utilizing an affiliated or subsidiary company to satisfy the relevant project experience on this Project and the control the Offeror will exercise over the affiliated or subsidiary company on this Project. Additionally, identify the full legal name of the affiliated or subsidiary company, describe their role on this Project, indicate their responsibilities on the organizational chart, and discuss how the Offeror will be responsible for the work performed by the affiliated or subsidiary company on this Project. For all projects on the Work History Form, identify the prime design consultant responsible for the overall project design of the projects listed.

Identify on the Offeror's Team Design Work History Form (Attachment Q-A7(b)) three (3) relevant projects by the team for this Project as identified in Section 3.2.5, focusing on what the Offeror considers most relevant in demonstrating the qualifications to serve on this Project. Attachment Q-A7(b) should be submitted for each of 3.5.1 and 3.5.2 categories. For all projects on the Work History Form, identify the prime/general contractor responsible for the overall construction of the projects listed.

A narrative description should be included on the Work History Form for each project. Each Work History Form shall include only one singular project. Projects/contracts with multiple phases, segments, elements (projects), and/or contracts shall not be considered a single project. If the Offeror chooses to submit work

performed as a Joint Venture or Partnership, identify how the Joint Venture or Partnership was structured and provide a description of the portion of the work performed only by the Offeror's firm. Any deviations from the requirements noted herein may render a SOQ non-responsive.

**Evaluation of Work** : Extent to which the experience provided on the Construction and Design Work History Forms demonstrates the successful delivery of relevant projects with similar scope, size and complexity to include the items listed in Section 3.5.1 and 3.5.2 above.

### **3.6 Project Risks**

Provide sufficient information to enable the City to understand and evaluate the Offeror's understanding of the Project's risks.

**3.6.1** Identify and discuss three unique **risks** for this Project, focusing on what the Offeror's team considers the most relevant and critical to the success of this Project. Provide a narrative for each risk that describes why the risk is critical, indicates the impact the risk will have on the Project, and discusses the mitigation strategies the Offeror's team may implement to address the risk. Describe the role that the Offeror expects City or other agencies may have in addressing these Project risks. Each risk identified should be a unique, singular risk and should not include multiple subsets under a risk category. If subsets of a critical risk are provided, only the first risk subset will be evaluated.

**3.6.2 Evaluation of Risk Analysis:** Extent to which Offeror and team members have identified critical Project risks, explained the impact of each risk, and developed an appropriate mitigation strategy that will ensure the successful delivery of the Project and will minimize the likelihood of additional efforts needed by City or other agencies.

### **3.7 Historical Evidence of (EBO) Outreach and Inclusion**

The City's EBO aspirational overall goal is 15%. Despite the absence of a contract-specific goal on this project, the City of Tampa instructs bidders/proposers to promote the inclusion/utilization of minority, women, disadvantaged and other small businesses through strategic Outreach notification. For assistance in identifying certified minority, women, disadvantaged and other small businesses visit the City's website at <http://www.tampagov.net/ebo>.

**3.7.1** Provide sufficient information to enable the City to understand and evaluate the Offeror's proven historical approach to solicit and utilize WMBE/DBE/SBE contractors and consultants in carrying out the Project. Information may include such items as: recognition and awards, statements from previous public and private clients, performance grades, and verifiable evidence of previous outreach and inclusion efforts.

## **4.0 EVALUATION OF THE STATEMENTS OF QUALIFICATIONS**

**401** The City's Evaluation Team will rate and score (in their sole discretion) the Offeror's SOQ based upon the evaluation criteria found in this RFQ. Failure to meet all RFQ requirements may render an SOQ non-responsive, while the extent to which an Offeror meets or exceeds evaluation criteria will be rated by the City Evaluation Team and will be reflective of the City Evaluation Team's scoring (in their sole discretion) of the SOQ submitted by Offerors.

**402** In its sole discretion, the City may hold interviews, ask written questions of the Offerors, seek written clarifications, conduct discussions on the SOQs, and solicit updated SOQs during the evaluation and short-

listing process.

#### 4.1 Statement of Qualifications Evaluation Factors

The Statements of Qualifications will be evaluated based upon the following:

Section	Weight
3.3 Offeror's Key Personnel & Experience	10%
3.4 Offeror's Workload & Availability	10%
3.5.1 Experience of Offeror's Team on Complete Streets, Urban/Trail and Coastal Projects	40%
3.5.2 Experience of Offeror's Team on Design-Build Projects	20%
3.6 Offeror's Understanding of Project Risks	10%
3.7 Historical Evidence of EBO Outreach and Inclusion	10%
<b>TOTAL</b>	<b>100%</b>

**403** Each evaluation criterion has been assigned a maximum number of points or rating weight that demonstrates its relative importance. The total score will be determined as follows:

- (a) For each subfactor the Evaluation Team will assign a numerical score based on a 1-10 scale in accordance with the Design-Build Evaluation Guidelines.
- (b) The score for each Section will be multiplied by the associated weight percentage (x100) and rounded to the nearest one-hundredth of a point.
- (c) The scores for each Section in (b) above will be added together. This score will be the total score of the Statement of Qualifications.

A sample SOQ Score Sheet has been provided for reference in Attachment Q-A8.

#### 5.0 STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

This section describes the requirements that all Offerors must satisfy in submitting SOQ. Failure of any Offeror to submit its SOQ in accordance with this RFQ may result in rejection of its SOQ. All submissions must be made through E-Mail to [ContractAdministration@tampagov.net](mailto:ContractAdministration@tampagov.net) by the due date and time set forth in Section 2.4 by the Offeror. Neither fax nor hard copy submissions will be accepted. Offerors are responsible for submitting by the deadline above. If the SOQ is not submitted on or before the above specified date and time, then the Offeror shall be deemed non-responsive and will be disqualified from participating in the procurement for this Project.

Each Offeror shall upload one (1) SOQ, with full supporting documentation in a single cohesive Adobe PDF file. Any confidential information may be submitted in a separate pdf and will not be subject to disclosure in accordance with Section 11.3.

The Statement of Qualifications shall include:

- The Letter of Submittal, addressed to:  
City of Tampa  
Attention: Brad L. Baird, CCNA Chairman
- Narratives addressing:

- Offeror’s Team, Key Personnel, and Organizational Chart
- Offeror’s Workload and Availability
- Prior Experience of the Offeror’s Team
- Understanding of Project Risks
- Historical EBO Outreach and Inclusion
- The SOQ Checklist
- Acknowledgement of RFQ, Revisions & Addenda
- List of Affiliated and Subsidiary Companies
- Debarment Forms
- DBPR Information Tables
- Full size DBPR supporting registration/ license documentation
- Key Personnel Resume Forms
- Work History Forms
- Copy of current listing of the Firm’s prequalification posted on FDOT’s website indicating Offeror is currently prequalified
- Form A305 or equivalent data
- Surety Letter

## **6.0 QUESTIONS AND CLARIFICATIONS**

**6.1** All questions and requests for clarification regarding this RFQ shall be submitted to City’s POC in electronic format (submission by email is acceptable). by the deadline stated in Section 2.4. No requests for additional information, clarification, or any other communication should be directed to any other individual. **NO ORAL REQUESTS FOR INFORMATION WILL BE ACCEPTED.**

**6.2** All questions or requests for clarification must be submitted by the due date and time set forth in Section 2.4. Questions or clarifications requested after such date and time will not be answered, unless City elects, in its sole discretion, to do so.

**6.3** City’s responses to questions or requests for clarification shall be in writing and may be accomplished by an Addendum to this RFQ. City will not be bound by any oral communications or written interpretations or clarifications that are not issued in writing or set forth in an Addendum.

**6.4** City, in its sole discretion, shall have the right to seek clarifications from any Offeror to fully understand the information contained in the Statement of Qualifications and to help rate and score the Offerors.

## **7.0 RIGHTS AND OBLIGATIONS OF CITY**

### **7.0 Reservation of Rights**

In connection with this procurement, the City reserves to itself all rights (which rights shall be exercisable by City in its sole discretion) available to it under applicable law, including without limitation, the following, with or without cause and with or without notice:

**7.1.1** The right to cancel, withdraw, postpone or extend this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the City of a design-build contract, without incurring any obligations or liabilities.

- 7.1.2** The right to issue a new RFQ.
- 7.1.3** The right to reject any and all submittals, responses, and proposals received at any time.
- 7.1.4** The right to modify all dates set or projected in this RFQ.
- 7.1.5** The right to terminate evaluations of responses received at any time.
- 7.1.6** The right to suspend and terminate the procurement process for the Project, at any time.
- 7.1.7** The right to revise and modify, at any time prior to the RFP submittal date, factors it will consider in evaluating responses to this RFQ and the subsequent RFP and to otherwise revise its evaluation methodology.
- 7.1.8** The right to waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- 7.1.9** The right to issue addenda, supplements, and modifications to this RFQ, including but not limited to modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- 7.1.10** The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ until such time as the City declares in writing that a particular stage or phase of its review of the responses to this RFQ has been completed and closed.
- 7.1.11** The right to hold meetings and conduct discussions and correspondence with one or more of the Offerors responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- 7.1.12** The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to the RFQ, including the right to seek clarifications from Offerors.
- 7.1.13** The right to permit Offerors to add or delete firms and/or key personnel until such time as City declares in writing that a particular stage or phase of its review has been completed and closed.
- 7.1.14** The right to add or delete Offeror responsibilities from the information contained in this RFQ or the subsequent RFP.
- 7.1.15** The right to appoint and change appointees of any Evaluation Team.
- 7.1.16** The right to use assistance of technical and legal experts and consultants in the evaluation process.
- 7.1.17** The right to waive deficiencies, informalities, and irregularities in an SOQ, accept and review a non-conforming SOQ or seek clarifications or supplements to an SOQ.
- 7.1.18** The right to disqualify any Offeror that changes its submittal without City approval.
- 7.1.19** The right to change the method of award between the advertisement of the RFQ and the posting of the Final RFP.
- 7.1.20** The right to respond to all, some, or none of the inquiries, questions, and/or requests for clarification received relative to the RFQ.



**7.1.21** The right to use all or part of an unsuccessful short-listed Offeror’s proposal that accepts a Proposal Payment.

## **7.2 City Not Obligated for Costs of Proposing**

The City assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or the subsequent RFP. All of such costs shall be borne solely by each Offeror and its team members. Notwithstanding the above, the City intends to provide those short-listed Offerors who submit a responsive Proposal to the RFP, but who are not awarded the design-build contract, a Proposal Payment in consideration for ownership of the information provided in the Proposal. The terms for attaining such Proposal Payment /Stipend is identified in the RFP.

## **8.0 PROTESTS**

Protest information for any actual bidder or proposer who is allegedly aggrieved in connection with the issuance of this solicitation or pending award may be reviewed at the following link. <https://www.tampa.gov/document/bid-protest-policy-and-procedures-19441>. Protests not complying with these provisions shall not be reviewed.

## **9.0 ADMINISTRATIVE REQUIREMENTS**

In addition to the specific submittal requirements set forth in Section 3.0 above, all Offerors shall comply with the following:

**9.1** All Offerors and Submittals must at the time of their SOQ submittal comply with the law and nothing herein is intended to contradict, nor supersede, any applicable State and Federal laws and regulations. All Offerors shall be eligible at the time of their SOQ submittal, under the law and relevant regulations, to offer and to provide all services proposed and related to the Project. Offerors shall satisfy at the time of their SOQ submittal all commercial and professional registration requirements, including, but not limited to the requirements of the Department of Business and Professional Regulations.

**9.2** The City will not consider for award any Proposals submitted by any Offerors and will not consent to subcontracting any portions of the proposed Design-Build Contract to any subconsultants in violation of the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of undocumented immigrants.

**9.3** All Offerors must have internal control systems in place that meet federal requirements for accounting. These systems must comply with requirements of 2 CFR 200 Subpart D, “Post Federal Award Requirements” and 23 CFR 172, “Administration of Engineering and Design Related Service Contracts.”

## **10.0 Diversity, Equity and Inclusion (DEI)**

**10.1** It is the policy of the City that women and minority business enterprises (WMBEs) shall have every opportunity to participate in the performance of construction/consultant contracts. Offerors are encouraged to take all necessary and reasonable steps to ensure that WMBEs have every opportunity to compete for and perform services on contracts, including participation in any subsequent supplemental contracts. If a portion of the work on the Project is to be subcontracted out, Offerors must seek out and consider WMBEs as potential subcontractors. WMBEs must be contacted to solicit their interest, capability and qualifications. Any agreement between an Offeror and a WMBEs whereby the WMBEs promises not to provide services to any other Offeror or other contractors/consultants is prohibited.

## **11.0 MISCELLANEOUS**

### **11.1 Offeror's Team Continuity**

Shortlisting for this project is based partially on the job experience of the Offeror's team. Therefore it is important for the team to remain intact throughout the life of the contract. The team proposed by Offeror, including the Lead Contractor, the Lead Designer, and Key Personnel shall remain on the Offeror's team for the duration of the procurement process and, if the Offeror is awarded the Design-Build Contract, the duration of the Design-Build Contract. The Offeror shall not change or substitute any Key Personnel except due to voluntary or involuntary termination of employment, retirement, death, disability, incapacity, or as otherwise approved by the City. Any proposed change of Key Personnel must be submitted in writing to the City's POC, who, in his/her sole discretion, will determine whether to authorize a change. Unauthorized changes to the Offeror's team at any time during the procurement process may result in the elimination of the Offeror from further consideration. Job duties and responsibilities of Key Personnel shall not be delegated to others for the duration of the Contract.

### **11.2 Conflict of Interest**

**11.21** Each Offeror shall require its proposed team members to identify potential conflicts of interest or a real or perceived competitive advantage relative to this procurement. Offerors are notified that prior or existing contractual obligations between a company and a federal or state agency relative to the Project or the City's Design-Build program may present a conflict of interest or a competitive advantage. If a potential conflict of interest or competitive advantage is identified, the Offeror shall submit in writing the pertinent information to the City's POC.

**11.22** City, in its sole discretion, will make a determination relative to potential organizational conflicts of interest or a real or perceived competitive advantage, and its ability to mitigate such a conflict. An organization determined to have a conflict of interest or competitive advantage relative to this procurement that cannot be mitigated, shall not be allowed to participate as a Design-Build team member for the Project. Failure to abide by the City's determination in this matter may result in a proposal being declared non-responsive.

**11.23** Conflicts of interest and a real or perceived competitive advantage are described in state and federal law, and, may include, but are not limited to the following situations:

- (a) An organization or individual hired by the City to provide assistance in development of instructions to Offerors or evaluation criteria for the Project.
- (b) An organization or individual hired by the City to provide assistance in development of instructions to Offerors or evaluation criteria as part of the programmatic guidance or procurement documents for City's Design-Build program, and as a result has a unique competitive advantage relative to the Project.
- (c) An organization or individual with a present or former contract with City to prepare planning, environmental, engineering, or technical work product for the Project, and has a potential competitive advantage because such work product is not available to all potential Offerors in a timely manner prior to the procurement process.
- (d) An organization or individual with a present contract with City to provide assistance in Design-Build contract administration for the Project.

- (e) City reserves the right, in its sole discretion, to make determinations relative to potential conflicts of interest on a project specific basis.

The firms listed below will not be allowed to participate as a Design-Build team member due to a conflict of interest.

- HNTB
- Element Engineering

Any SOQs received in violation of this requirement will be rejected.

### **11.3 SOQ Disclosure**

**11.3.1** Because of the confidential nature of the evaluation and negotiation process associated with this Project, and to preserve the proprietary right of each Offeror's SOQ, it is the City's intention, subject to applicable law, not to consider a request for disclosure until after the City's issuance of a Notice of Intent to Award. Once a Design-Build Contract is executed, some or all of the information submitted in the SOQ may lose its protection.

### **11.4 Compliance with Federal, State and City Requirements**

Per §287.133, Fla. Stat., individuals or entities (including those meeting the §287.133, Fla. Stat. definition of "affiliate") placed on the convicted vendor list ("List") following a conviction for public entity crimes may not submit a bid, proposal, or reply ("Response") on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the repair or construction of a public building or public work, may not submit a Response for leases of real property to a public entity, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat. for CATEGORY TWO for a period of 36 months from the date of placement on the List. Neither Offeror nor its affiliates may be placed on the List.

Offeror shall comply with all applicable governmental rules & regulations, including the City's Ethics Code (Sec. 2- 522, Tampa Code). The City's Charter & Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any award or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such award or obligation. If Offeror is successful, it shall ensure no City employee receives any such benefit or interest as a result of such award (See Sec.2-514(d), Tampa Code).

Offeror is not in arrears and is not in default upon any obligation to the City of Tampa.

Offeror agrees that if the City of Tampa determines Offeror has participated in any collusive, deceptive, or fraudulent practices with regard to this submittal, in addition to any other remedy it may exercise, the City will have the right to debar Offeror and deem invalid any contract let under such circumstances.

Except for the confidential financial data contained in a separately labelled PDF, all submitted material is subject to public disclosure under Chapter 119, Fla. Stat.

## 12.0 ATTACHMENTS

The following attachments are specifically made a part of, and incorporated by reference into, this RFQ:

<b>Attachment Number</b>	<b>Document</b>
Q-A1	SOQ CHECKLIST
Q-A2	ACKNOWLEDGMENT OF RFQ, REVISIONS & ADDENDA
Q-A3	AFFILIATED AND SUBSIDIARY COMPANIES
Q-A4(a)	CERTIFICATION REGARDING DEBARMENT PRIMARY COVERED TRANSACTIONS
Q-A4(b)	CERTIFICATION REGARDING DEBARMENT LOWER TIER COVERED TRANSACTIONS
Q-A5	DBPR INFORMATION TABLE
Q-A6	KEY PERSONNEL RESUME FORM
Q-A7(a)	CONSTRUCTION WORK HISTORY FORM
Q-A7(b)	DESIGN WORK HISTORY FORM
Q-A8	SAMPLE SOQ SCORE SHEET