

CITY OF DORAL



Request for Qualifications

RFQ No. 2021-03

Construction Materials Testing and Inspection Services for Doral Central Park

3000 NW 87th Ave, Doral, FL 33172



City of Doral

Request for Qualifications

Construction Materials Testing and

Inspection Services for Doral Central Park

RFQ No. 2021-03

NOTICE: Pursuant to Article V of the City's Code of Ordinances, hereby gives notice of its intent to seek sealed submittals from interested parties in response to this Request for Qualification for "**RFQ No. 2021-03 – Construction Materials Testing and Inspection Services for Doral Central Park**" (the "RFQ") to provide the services described herein. Submittals must be received addressed to Procurement, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 by **10:00 AM on March 5th, 2021**. Submittals shall be clearly marked "**RFQ No. 2021-03 – Construction Materials Testing and Inspection Services for Doral Central Park**" and submitted in a sealed box/container.

All submittals shall be publicly opened and recorded on Friday, March 5th, 2021 at 10:00 A.M. Late submittals shall not be accepted or considered.

Proposers are to deliver **One (1) original and Four (4) copies** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Qualifications. In addition, Proposers are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid**. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Qualifications. Any submittals received after the due date and time specified, will not be considered.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City reserves the right to accept any response deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

PROJECT OVERVIEW

By way of this RFQ, the City of Doral (*Owner*) is soliciting competitive sealed submittals from parties capable of providing full construction materials testing and inspecting services (the “Services”) for Doral Central Park, as described herein.

Through the process described herein, persons and/or firms interested in assisting the Owner with the provision of the Services must prepare and submit a Submittal in accordance with the procedure and schedule in this RFQ. The Owner will review submittals only from those persons and/or firms that submit a response that includes all the information required by this RFQ, the determination of which shall be in the sole discretion of the Owner.

The City intends to award a contract for the Services to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work, and provides the best offer and prices deemed to be in the greatest benefit to the City. The proposer shall be responsible for furnishing all labor, materials, supplies, services, travel, supervision, and equipment.

All inquiries must reference “**RFQ No. 2021-03 – Construction Materials Testing and Inspection Services for Doral Central Park**” and should be directed to procurement@cityofdoral.com. No phone calls will be accepted in reference to this RFQ. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFQ, supplements or revisions will be made available via written addendum.

The City’s tentative schedule for this Request for Qualification is as follows:

Mandatory Pre-Proposal Meeting:

February 16th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/506936565>

You can also dial in using your phone
United States: +1 (872) 240-3212
Access Code: 506-936-565

Cut-off Date for Questions:

February 23rd, 2021 at 5:00 P.M.

Deadline for Submittals:

March 5th, 2021 at 10:00 A.M.
City of Doral Government Center
City Clerk’s Office – 1st Floor
8401 NW 53 Terrace
Doral, FL 33166

Opening of Bids:

March 5th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/443258581>

You can also dial in using your phone
United States: +1 (571) 317-3122
Access Code: 443-258-581

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

TABLE OF CONTENTS

1.0 GENERAL CONDITIONS

2.0 SPECIAL CONDITIONS

3.0 SCOPE OF SERVICES

4.0 INSTRUCTIONS FOR PREPARING SUBMITTAL

5.0 BID FORM

6.0 REQUIRED FORMS & DELIVERABLES

- **Exhibit A: Minimum Insurance Requirements**
- **Exhibit B: Sample Professional Services Contract**
- **Exhibit C: Fee Worksheet and Unit Price Breakdown**
- **Exhibit D: Site Map**
- **Exhibit E: Park Component Dimensions and Quantities for ROM**

SCHEDULE OF EVENTS

The City's tentative schedule for this RFQ is as follows:

Advertised: **February 5th, 2021**

Mandatory Pre-Proposal Meeting: **February 16th, 2021 at 10:00 A.M.**
From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/506936565>
You can also dial in using your phone
United States: +1 (872) 240-3212
Access Code: 506-936-565

Cut-off Date for Questions: **February 23rd, 2021 at 5:00 P.M.**

Deadline for Submittals: **March 5th, 2021 at 10:00 A.M.**
City of Doral Government Center
City Clerk's Office – 1st Floor
8401 NW 53 Terrace
Doral, FL 33166

Opening of Bids: **March 5th, 2021 at 10:00 A.M.**
From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/443258581>
You can also dial in using your phone
United States: +1 (571) 317-3122
Access Code: 443-258-581

Phase I Evaluation: **March 2021 at TBD**

All times noted are in Eastern Standard Time (EST).

The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

END OF SECTION

SECTION 1.0

GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/ Design-Build Contractor

The Responsive and Responsible Proposer whose response to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the RFP and a Notice of Commencement will be issued. Upon execution of a contract the Successful Proposer will become the Vendor or the Design-Build contractor.

(iii) Proposals/ Submittals

The written, sealed document submitted by the interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

Proposal

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interactions with the City apart from submittal of a formal written proposal.

Work, Services, Program or Project

Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

Shall/ Must

Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, may result in the rejection of a proposal as non-responsive.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual Proposers regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement Webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum

shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making

and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFP, or proposal between a potential vendor, service provider, Proposer, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or proposal, provided the communication is limited strictly to matters of

- (5) process or procedure already contained in the corresponding solicitation document;
- (6) communications with the City Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of Proposers/Proposers regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to City Code;
- (9) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto 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 his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer shall render the RFP award or proposal award to said proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 Florida Government in the SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power

to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and

transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between

the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. For Design Professionals indemnity shall be governed by Florida Statute 725.08 Design Professional Contracts; limitation in indemnification.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

END OF SECTION

SECTION 2.0

SPECIAL CONDITIONS

2.1 BACKGROUND

The City of Doral is soliciting Request for Qualifications from qualified and experienced Proposers for the services of a Construction Materials Testing and Inspecting (CMT&I). Proposer to provide Third Party Testing and Inspecting Services for the Doral Central Park Project, located at 3000 NW 87th Ave, 33172 in the City of Doral, Florida. The City will review submittals only from those firms that submit a Request for Qualification packet which includes all the information required to be included as described herein.

2.2 MINIMUM QUALIFICATIONS OF PROPOSER

In order for the proposer to be considered for this engagement, proposers must meet the following minimum qualifications. Proposers that do not meet the minimum requirements will be administratively disqualified. Proposer(s) must be able to document:

- 2.2.1 A minimum of five (5) years' experience as a Construction Materials Testing and Inspecting Firm with experience on projects with a total construction value of a minimum of **\$25 Million**.
- 2.2.2 Projects must have been completed (CMT&I) within the past ten (10) years.
- 2.2.3 Certify that the individual(s) signing any contract emanating from this RFQ is (are) licensed Professional Civil Engineers(s) in the State of Florida.
- 2.2.4 The Proposer is licensed to do business in the State of Florida and hold a Construction Materials Engineering Council certification for a laboratory that is located in Miami-Dade County.
- 2.2.5 The Proposer must hold technical certifications under Miami-Dade County in the following categories: 9.01 - Soils, Foundations and Materials Testing - Drilling, Subsurface Investigations and Seismographic Services, 9.02 - Soils, Foundations and Materials Testing - Geotechnical and Materials Engineering Services, 9.03 - Soils, Foundations and Materials Testing - Concrete and Asphalt Testing Services, 9.04 Soils, Foundations and Material Testing – Non-Destructive Testing and Inspections, and 9.05 Soils, Foundations and Material Testing – Roof Testing and Consulting.

The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 PRECLUSION

The design professional, Bermello Ajamil & Partners is not eligible to render services for this solicitation. Subconsultants that performed ancillary support services (i.e. site survey, cost estimating, Geotech) to Bermello Ajamil & Partners are allowed to be subconsultants to other firms submitting a

proposal. Additionally, the PMT (Project Management Team), its subconsultants and/or any of its affiliate companies are excluded from submitting a proposal for work associated with the Parks Bond Program.

The following Companies excluded are:

- AECOM
- BCC Engineering
- Premiere Design Solutions
- Kaufman Lynn Construction
- Bermello Ajamil & Partners

2.4 LICENSING AND PERMIT(S)

Proposer shall be required to obtain and furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to perform services hereunder as required by Florida State Statute, Florida Building Code, Miami-Dade County or City Code, if any. These documents shall be furnished to the City along with the proposal response. Failure to furnish these documents or to have required licensure may be grounds for rejecting the proposal.

The Contractor shall be licensed and certified by all appropriate State and Local agencies. The Contractor shall procure; at its own expense, all necessary licenses and permits. The Contractor shall conform to all applicable laws, regulations, or ordinances of the State, County and City.

The successful proposer must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Proposers must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the Proposer's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.5 MANDATORY PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on Tuesday, February 16th, 2021 at 10:00 A.M. via GoToMeeting Conference Call. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFQ.

February 16th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/506936565>

You can also dial in using your phone: United States: +1 (872) 240-3212

Access Code: 506-936-565

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the work to be performed under contract.

2.6 TERM OF CONTRACT AND EXTENSION

The Agreement to be entered into with the successful proposer will include, but not be limited to, the following terms and conditions.

It is hereby understood and agreed, by and between the proposers and the City, that the completion time as specified in proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

The proposers shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Proposers shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The proposer shall pay all damages and costs awarded against the City.

Prior to extending any contract and in exercising its discretion in its option rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Council at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City. The Contract duration shall be for the length of the construction.

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

Contract terminates when all deliverables have been **submitted and accepted** by the City of Doral.

The period of any contract resulting from this RFQ is tentatively scheduled to begin as outlined in the Schedule of Activities and extend through the construction phase. Refer to Exhibit G for the Master Schedule.

2.7 **PRICING**

If the Proposer is awarded a contract under this RFQ solicitation, the prices quoted by the Proposer shall remain fixed and firm. However, the Proposer may offer incentives and discounts from this fixed price to the Owner at any time during the contractual term.

The Owner reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The Owner reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.7.1 **PRICING SUBMISSION**

Respondents should not include their Pricing/ Fee Worksheet with their response binders to this RFQ. Respondents are required to submit their Pricing/ Fee Worksheets in a separate sealed envelope labeled CONSTRUCTION MATERIALS TESTING AND INSPECTION PRICE PROPOSAL-CONFIDENTIAL. Envelopes must be placed within the sealed box/ container however, they will not be opened until after award recommendation and Council approval based on the criteria outlined in Section 2.8 of this RFQ. **Pricing/ Fee Worksheet must NOT be loaded unto the CD's.**

2.8 **METHOD OF AWARD**

The City anticipates entering into contracts with the Proposer(s) deemed responsive and responsible and determined by the City to be most qualified.

The Proposer understands that this RFQ does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until submittals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit submittals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other submittals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

The City's Selection Committee, herein referred to as the "Committee" will evaluate submittals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to evaluate the Submittals submitted in response to this Request for Qualifications and to establish the most advantageous Proposer, further identified as the #1 or highest ranked Proposer. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

EVALUATION CRITERIA

CRITERIA POINTS	POINTS
Proposer’s qualifications, experience and past performance related to providing the type of services requested in this solicitation.	30
Relevant experience and qualifications of firm’s key personnel that will be assigned to this project.	30
Proposer’s approach and methodology to providing the services requested in this solicitation.	30
Past experience in Tri-County (Dade/Broward/ Palm Beach)	10
Total Points Possible	100

EVALUATION PROCESS

The Committee established by the City to review and evaluate each proposal submitted in response to this RFQ will be comprised of at least three (3) persons with background, experience, and/or professional credentials in relative service areas.

The City will distribute to each member of the Committee a copy of each technical proposal. The committee members will evaluate the qualifications on the criteria established in the section entitled “Evaluation Criteria” in order to assure that qualifications are uniformly rated. The Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a summary.

During the process of evaluation, the City will conduct examinations of qualifications for responsiveness to requirements of the RFQ. Those determined to be non-responsive will be automatically rejected.

The evaluation committee evaluation process will be as follows:

- Prior to the presentation date, a GoToMeeting link will be provided to the primary point of contact for each Proposer participating in Phase II. Anyone logged on to this meeting will be muted and not able to communicate with the committee or staff. This meeting will not be opened until all teams have completed their respective presentations.
- This meeting link will be solely for the committee evaluation process.
- The meeting will also be recorded, and results posted to the City’s procurement website.

SAMPLE PROPOSAL EVALUATION FORM

PROPOSER: _____

	Evaluation Criteria	Possible Points	Assigned Score
I.	Past experience in Tri-County (Dade/Broward/ Palm Beach)	10	

	Local Experience		
II.	Proposer's Qualifications	30	
	Proposer's qualifications, experience and past performance related to providing the type of services requested in this solicitation.		
III.	Relevant Experience	30	
	Relevant experience and qualifications of Proposer's key personnel that will be assigned to this project.		
IV.	Approach and methodology	30	
	Proposer's approach to providing the services requested in this solicitation.		
Total Score			

2.9 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, proposal must be submitted on the proposal forms as provided by the Owner. Proposal must be typed or printed in black or blue ink only. All corrections must be initialed. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL, 33166. Qualifications by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. If Proposer is a corporation, the corporate address and state of incorporation must be shown below the signature. Qualifications by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

ANY PROPOSAL RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

2.10 DUE DATE

All Bids are due no later than **Friday, March 5th, 2021 at 10:00 A.M., EST** or any time prior thereto **at the City Clerk's Office, Government Center, 8401 NW 53 Terrace, Doral, FL 33166**. All submittals received will be publicly opened on the date and the time specified. All submittals received after that time shall be returned unopened.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Qualifications. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications. One (1) Original Submittal and Four (4) copies must be presented in three ring binders. Two (2) CD of the entire submittal must be located in the front pocket of the binder containing the original submittal. CDs must be properly labeled with the Proposer's name and **"RFQ No. 2021-03 – Construction Materials Testing and Inspection Services for Doral Central Park"**.

The one (1) Original submittal and Four (4) copies must be submitted in a box/container clearly marked with the RFQ title. The Cost Proposal must be placed in a sealed envelope within that sealed box/container. EMAILED OR FAXED bids will not be accepted. **THE SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE EXTERIOR OF THE SEALED SUBMITTAL.**

In keeping with the social distancing guidelines, Proposers may join us virtually for a public bid opening via the link below.

Friday, March 5th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/506936565>

You can also dial in using your phone: United States: +1 (872) 240-3212

Access Code: 506-936-565

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/506936565>

Submittals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City cannot be responsible for submittals received after opening time and encourages early submittal. Submittals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Qualification must be supplied to constitute a regular submittal.

2.11 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance with “**Exhibit A**”.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance with policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor 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 coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The Owner reserves the right to require additional insurance in order to meet the full value of the scope of services. At award time, the successful Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the submittal to be considered non-responsive.

2.13 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for Qualification shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Proposer as though originally so specified or shown, at no increase in cost to the Owner.

2.14 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **“RFQ No. 2021-03 – Construction Materials Testing and Inspection Services for Doral Central Park”**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFQ must submit them via email on or **before 5:00 P.M., February 23rd, 2021**. The Proposer submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.15 ATTACHED FORMS AND CERTIFICATIONS

2.15.1 Non-Collusion Affidavit

Each Contractor shall complete the Non-Collusion Affidavit and shall submit the executed form with the bid. City considers the failure of the Contractor to submit this document to be a major irregularity and shall be cause of rejection of the Bid.

By offering a submission pursuant to this Invitation to Participate, the Contractor certifies that it has not divulged, discussed or compared his/her Bid with other Contractors and has not colluded with any other Contractors or parties to this bid whatsoever. Also, the Contractor certifies, and in the case of a joint bid, each party thereto certifies, as to his/her own organization, that in connection with this Bid.

No attempt has been made or will be made by the Contractor to induce any other person or dealership to submit or not to submit a Bid for the purpose of restricting competition.

The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Contractor for the purpose of doing business.

2.15.2 Prohibition on Contingent Fees

As part of any Bid, the Contractor shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor to solicit or secure the agreement that may result from this RFQ and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.15.3 Americans with Disabilities

As part of any bid, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.15.4 Compliance with Equal Employment Opportunity

The Contractor shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Contractor has agreed to undertake by and through the covenants, and provisions set forth in this RFQ.

2.15.5 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being place on the convicted vendors list.

2.15.6 Truth in Negotiating Certificate

As part of any bid, the Contractor shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this RFQ and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall

be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned proposer is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned proposer to receive a continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

2.15.7 Tie Bid Forms

Whenever two or more bids are equal with respect to price, quality, and service are received by the City, the selection committee will review the timestamp of the submittal of the RFQ to determine the earliest received RFQ submittal. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.15.8 Additional Forms

The attached Sworn Statement regarding Public Entities Crimes (PEC), Americans with Disabilities Act Non-Discrimination Statement (ADA), Business Entity Affidavit, W-9 form, Proposer's Certification Form, Non-Collusion Statement, Qualifications Packet, Signature Sheet and all other forms included in this package shall be completed and submitted with proposal.

The above referenced forms are included in 'Required Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

2.16 GUARANTEE

Vendor shall warrant all products and materials to be free of defects for a period of one year from the date of substantial completion. Upon completion of the one-year period, the vendor must ensure that the City is capable of utilizing the manufacturer's warranty if any issues with the equipment should arise.

2.17 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Proposer shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Proposer.

2.18 PAYMENTS

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

2.19 ACCEPTANCE OF SUBMITTALS / MINOR IRREGULARITIES

2.19.1 The City reserves the right to accept or reject any or all submittals, part of submittals, and to waive minor irregularities or variances to specifications contained in submittals which do not make the submittal conditional in nature and minor irregularities in the solicitation process. A

minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other proposers or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualification.

2.19.2 The City reserves the right to disqualify proposers during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the proposer.

2.20 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) with the City.

2.21 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

2.22 DISCREPANCIES

If there is a discrepancy in the unit and extended prices, the unit price(s) will prevail, and the extensions adjusted to coincide. Proposers are responsible for checking their calculations. Failure to do so will be at the proposer's risk and errors will not release the proposer from his responsibility as noted herein.

2.23 PAYMENT/ INVOICES

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Invoice must reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES

3.1 PURPOSE & BACKGROUND

The purpose of this Request for Proposal is to solicit the services of a Construction Materials Testing and Inspecting (CMT&I) Firm to provide Third Party Testing and Inspecting Services for the Doral Central Park Project, located at 3000 NW 87th Ave, 33172 in the City of Doral, Florida. The project is approximately 82 acres of an existing park. The requirements of this RFQ are drawn from the requirements specifically required from the Construction Documents along with industry standard testing and inspecting requirements. The estimated cost of construction is \$80 Million. The Project is anticipated for a duration of 28-months. It is a fast-tracked multi-phased approach with site civil activities starting first, followed by the amphitheater and multi-purpose fields, and lastly the recreation and aquatics center.

The major park components of Doral Central Park are (reference Exhibit D & E):

- 76,000 SF Indoor Recreation Center
- Aquatics Center
- Tennis and Basketball Courts
- Sensory & Nature Area Volleyball Courts
- Multipurpose Field & Bike Loop
- Skatepark & Pump track
- Amphitheater
- Maintenance Area
- Parking Lot & Roadway

The CMT&I process required will be a quality-focused process for enhancing delivery of a project and ensuring compliance to the Construction Documents and industry standards. The overall process will focus on verifying and documenting that the construction materials used and the methods to implement them are within the requirements of the Doral Central Park Project Requirements. The CMT&I Process will be developed in coordination with the successful proposer and the Project Team. The CMT&I Process will serve as a complimentary plan to the project's Quality Assurance/Quality Control (QA/QC) Plan. It is the expectation of the City that the CMT&I Firm will work with the PMT and Construction Manager in coordination of the construction progress and required tests and inspections.

3.2 STATEMENT OF NEEDS

The selected Construction Materials Testing and Inspecting Firm shall become the Testing and Inspecting Authority under the direction of the City and shall coordinate and facilitate the creation, implementation and recordation of a project specific Testing and Inspection Program. The program shall be based upon the Construction Documents and in coordination with the Quality Assurance/Quality Control plan developed by the Construction Manager at Risk and accepted by the City. The Testing and Inspecting Program in turn will provide a coordinated and inter-disciplined effort with sequenced and interdependent logic. This shall be illustrated objectively in the Project Testing and Inspecting plan developed with the Project Team.

The Testing and Inspecting Process will include specific tasks to be conducted during the construction phases of the project to ensure materials and methods meet the Project Requirements. The Testing and Inspecting Process is a quality-based methodology that has been adopted by the City to help achieve a successful construction project. It will not be an additional layer of construction or project management. It is intended to reduce the cost of delivering construction projects and increase value to the City, occupants, and users.

The successful responder to this RFQ will be working adjacent to other firms on the project site. It is the expectation of the City, that the proposer understands and will actively coordinate their scope of work with adjacent activity on the project site. It shall be expected that the tests and inspections schedules may slide or be cancelled with short notice. There might also be lag time between required tests due to factors outside of the City's control. The proposer shall factor in these potential occurrences in their submittal.

3.3 GENERAL PROJECT REQUIREMENTS

3.3.1 Minimum Requirements

Proposers who are interested in providing services under this RFQ must submit a submittal containing the information specified in Section 4.0. The fully completed submittal with original signatures by an authorized representative must be received in hard copy (printed) version by the deadline date specified in the schedule of activities. Fax or e-mail submissions are not acceptable. To be considered for selection, Proposers must submit a complete response to this RFQ. One (1) manually signed original and Four (4) hard copies of its Submittal, and in PDF format on two (2) CDs. In addition, Proposer shall submit a Price Proposal in a sealed envelope along with the submission.

Each copy of the submittal should be bound in a single volume. All information requested should be submitted; failure to submit all requested information may result in an unfavorable evaluation of the Proposer's submittal or rejection of the submittal. Documentation submitted with the submittal should be bound in that single volume. Elaborate brochures and other representations beyond that to present a complete and effective submittal are neither required nor desired. It is solely the responsibility of each proposer to assure that its submittal is received at the specified places and prior to the deadline for submission. Submittals, which for any reason are not so received, will not be considered for purposes of this RFQ.

3.3.2 DETERMINATION OF RESPONSIBILITY

Determination of the proposer's responsibility relating to this RFQ shall be made in accordance with the following:

- Has adequate financial resources for performance or has the ability to obtain such resources as required during performance.
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them.
- Is able to comply with the proposed or required time of delivery or performance schedule.
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.3.3 SUBCONTRACTING INFORMATION

The City shall have a Single Contractor as the result of any contract negotiation and that Single Prime Contractor shall be responsible for all deliverables referenced in this RFQ or submittal. This general requirement notwithstanding, a proposer may enter into subcontractor agreements; however, a proposer should acknowledge in its submittal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work or to form a joint venture or other project specific entity, the proposer should identify each subcontractor or venture partner and should include specific designations of the tasks to be performed by the subcontractor or venture partner. Information required of the proposer under the terms of this RFQ is also required for each subcontractor or venture partner. Unless provided for in the contract with the City, the Prime Contractor shall not contract with any other party than those named for furnishing the work and professional services herein contracted for without the express written approval of the City.

3.3.4 OWNERSHIP OF SUBMITTAL

All materials submitted in response to this request become the property of the City. Selection or rejection of a submittal does not affect this right.

3.4 POST-AWARD RECOMMENDATION SCOPE REVIEW MEETING WITH CONTRACTOR

The Proposer will be required to attend a scope verification meeting with the City and/or Design Team to review the submitted sealed fee sheet in coordination with the requirements of the RFQ. The purpose of this meeting is to confirm that the Proposer has a solid and knowledgeable understanding of Doral Central Park and acknowledge their review.

END OF SECTION

SECTION 4.0

INSTRUCTIONS FOR PREPARING SUBMITTAL

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATION. PROPOSER SHALL SUBMIT ALL INFORMATION SET FORTH IN THIS SECTION ORGANIZED IN THE APPROPRIATE ORDER.

4.1 PROPOSAL FORMAT

The City requires that the proposal be submitted to the RFQ Coordinator at the address specified. At least one copy of the proposal shall contain original signatures; that copy should be clearly marked or differentiated from the other copies of the proposal. This copy will be retained for incorporation by reference in any contract resulting from this RFQ.

The submittal must be signed by those company officials or agents duly authorized to sign submittal or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

Submittals shall not be more than thirty-five (35) pages in length and be no smaller than 10-point type. The page limit excludes the table of contents, cover letter, resumes, covers, tabs, dividers, and any Owner requested attachments. A page is defined as one 8 ½" x 11" page printed on one side. Printing on both sides is considered two pages. All pages shall be numbered.

4.2 SPECIFIC REQUIREMENTS

Submittals shall be prepared using the following in chronological order:

TAB 1: SIGNED COVER LETTER AND ACKNOWLEDGEMENT OF ADDENDA

A signed cover letter indicating request for consideration with Section 5 (Bid Submittal Form) included and filled out as required. The cover letter shall be limited to one (1) page.

1. Statement acknowledging receipt of each addendum issued by the City (if applicable).
2. All Required Forms provided by the City as identified in Section 5.

TAB 2: PROPRIETARY INFORMATION

State if any information contained in this submittal response is being declared proprietary as discussed in Section 1.9 of this RFQ.

TAB 3: EXECUTIVE SUMMARY

Provide a brief summary of the Submittal's contents, emphasizing any unique aspects or strengths of the submittal. The executive summary shall be limited to three (3) pages.

TAB 4: BUSINESS ORGANIZATION AND HISTORY OF THE PROPOSER

Provide a narrative on the history of the proposer including years in business and the depth of resources to provide CMT&I Services. Explain the size of your firm, including office locations and the legal structure. Explain the size of your firm, including office locations and the legal structure.

If the proposer is a joint venture, includes partners or key sub-consultants or sub-contractors as part of the Contractor, please explain the relationships of the parties.

1. Arbitration/Litigation Proceedings

Describe any arbitration proceedings or litigation in the past five (5) years arising from or related to a project of similar nature to the proposed project or any such proceedings or litigation that did or could have a material effect on your company.

2. Disclosure of Conflicts

Disclose any financial or legal conflicts of interest, whether existing or potential, which may affect Proposer's performance of services required under the Agreement if Proposer is selected as Contractor including, but not limited to, any business services currently being provided for institutions that may be in direct competition with the State of Florida.

3. References

Provide the name, address and telephone number of three (3) project Owners or Owner's Representatives/ Program Managers to act as references for the Proposer with whom Proposer has worked with within the last five (5) years. Identify the project(s), location(s), and services performed.

Proposer provides consent to Owner to contact Proposer's references for purposes of evaluating Proposer for the Project.

TAB 5: ORGANIZATIONAL STRUCTURE

This section of the Submittal should contain the following information and data:

1. If the Proposer is a corporation, provide the following information:

- 1.1 Date of incorporation
- 1.2 Place of incorporation and principal place of business
- 1.3 Officers and Directors (include position, address and phone number)
- 1.4 Affiliates, partner corporations, and subsidiaries

2. If the Proposer is a general or limited partnership, provide the following information:

- 2.1 General Partners (include address and telephone number)
- 2.2 Limited Partners, if applicable (include address and phone number)

3. If the Proposer is a joint venture, provide the following information

- 3.1 Date of formation
- 3.2 Name and address of each venture partner
- 3.3 Principals of each venture partner
- 3.4 Venture partner holding the majority interest in the venture and its percentage of interest.
- 3.5 Proposer shall include a copy of the JV agreement as an attachment to submittal. Such attachment shall not count in the page limit stated in 4.2 above.

4. If the Proposer is not a corporation, general or limited partnership, or joint venture, please identify the type of business entity and provide any pertinent information.
5. Provide the total number of employees (divided into full-time and part-time); and if sole proprietor, so state this.
6. Certify that the entity signing any contract emanating from this RFQ is a duly Registered Engineer in the State of Florida.

TAB 6: QUALITY CONTROL/QUALITY ASSURANCE

1. Describe your firm's methods and procedures for controlling and assuring the quality of services being proposed by your firm's workforce.
2. Provide work protocols, standard procedures and control measures implemented by your firm and its staff.

TAB 7: INSURANCE REQUIREMENTS

1. The Proposer should examine the insurance requirements shown in the attached Exhibit A and shall provide an insurance certificate evidencing Proposer's liability coverage with minimum limits, per the insurance requirements in the attached contract.

TAB 8: EXPERIENCE OF KEY PERSONNEL / STAFFING PLAN

1. Key Personnel
 - 1.1. For each person identified as Key Personnel by the Proposer, the following information should be provided in resume format:
 - 1.1.1 Name and title
 - 1.1.2 Project responsibilities and roles
 - 1.1.3 Educational background
 - 1.1.4 Professional registrations and memberships
 - 1.1.5 Years of relevant experience
 - 1.1.6 Relevant project experience

TAB 9: MANAGEMENT APPROACH AND SERVICES

1. Describe your proposed approach to managing the CMT&I process expertly and efficiently, including distribution of tasks, etc.
2. Describe what approach you will take to integrate the CMT&I plan into the construction process in order to minimize potential time delays. Provide a schedule of activities included in your submittal.
3. Describe what you will do to foster teamwork and cooperation from contractors and design team and what you will do to minimize adversarial relationships.
4. Provide a narrative for each division you are proposing to provide services for: Sitework, Concrete, Metals, etc.
5. Provide a breakdown of tests and inspections required for this project with associated durations that are included in your proposal fee.
6. Describe the record and documentation process for tests and inspections. Provide samples from past projects.
7. Describe your firms current and anticipated workload.

TAB 10: UNIQUE CAPABILITIES/RESOURCES

1. Summarize any unique capabilities and/or resources that distinguish your firm with regard to this assignment.

TAB 11: EXCEPTIONS TO TERMS IN SAMPLE AGREEMENT

1. List any exceptions to the terms of the sample agreement.

TAB 12: PRICING / FEE (Submitted Under Separate Cover and Sealed)

1. The Price Proposal should be broken down as follows:

Lump Sum Total Fee – Include an estimated breakdown of man-hours and rates for each employee along with a breakout of proposed tests and inspections. The CMT&I Firm shall include within the lump sum fee cost for travel, trip charges (both onsite and offsite), administration, office cost, fringe cost, etc. No reimbursable costs will be accepted on this project.

Additionally, provide unit pricing for each component as requested in Exhibit C – Unit Prices.

The proposing firm is responsible to ensure that the fee proposed is all inclusive to the tests and inspections required per the Construction Documents.

END OF SECTION

SECTION 5.0

BID FORM **RFQ No. 2021-03**

THIS BID IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned PROPOSER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. PROPOSER accepts all of the terms and conditions of the Advertisement and RFQ, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 days after the day of Bid opening. PROPOSER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:
 - (a) PROPOSER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

- (b) PROPOSER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) PROPOSER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance

with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.

- (e) PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) PROPOSER has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to PROPOSER.
- (g) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other PROPOSER or over the City.

- 4. Proposer understands that the quantities provided are only provided for submittal evaluation only. The actual quantities may be higher or lower than those in the submittal form.
- 5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 7. Communications concerning this Submittal shall be addressed to:

Bidder: _____

Address: _____

Telephone No.: _____

Email Address: _____

SECTION 6.0

REQUIRED FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Proposal Submittal Form
- RFQ Reference Survey
- Statement of No Response
- Proposer Information Worksheet
- Proposer Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Proposer/ Bidder Certification
- Certificate of Authority
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

Solicitation Response Form

PROPOSERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: RFQ No. 2021-03

Title: Construction Materials Testing and Inspection Services
for Doral Central Park

Due Date: March 5th, 2021 at 10:00 A.M.

Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by:
(name of company and address)

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

STATEMENT OF NO RESPONSE
RFQ No. 2021-03

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at procurement@cityofdoral.com. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

_____ Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only
(explain below)

_____ Insufficient time to respond

_____ We do not offer this product, service or an equivalent

_____ Our schedule would not permit us to perform

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

PROPOSER / BIDDER INFORMATION WORKSHEET
RFQ No. 2021-03

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP/JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

PROPOSER QUALIFICATION STATEMENT

RFQ No. 2021-03

The Proposer's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation. The following minimum experience is required for this project as specified in Section 2.

ON THE FORM BELOW, PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE TO THIS FORM.

1. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

2. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

3. Project Name/Location

Owner Name

Contact Person

Contact Telephone No.

Email Address:

Yearly Budget/Cost

Dates of Contract

From: _____ To: _____

Project Description

4. Project Name/Location

Owner Name

Contact Person

Contact Telephone No.

Email Address:

Yearly Budget/Cost

Dates of Contract

From: _____ To: _____

Project Description

5. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

END OF SECTION

BUSINESS ENTITY AFFIDAVIT
(VENDOR / PROPOSER DISCLOSURE)
RFQ No. 2021-03

I, _____, being first duly sworn state:
 The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral (“City”) are (Post Office addresses are not acceptable), as follows:

_____ FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

_____ Name of Entity, Individual, Partners, or Corporation

_____ Doing business as, if same as above, leave blank

_____ STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

**NON-COLLUSION AFFIDAVIT
RFQ No. 2021-03**

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____, the PROPOSER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

AMERICANS WITH
DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT
RFQ No. 2021-03

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

This sworn statement is submitted to the City Of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794.

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFQ No. 2021-03

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

1. This sworn statement is submitted to _____
by _____ for _____
whose
business address is _____ and (if
applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN,
include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

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

By: _____

(Printed Name) _____

(Title) _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFQ No. 2021-03

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code

COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFQ No. 2021-03

STATE OF _____ }
 }SS:
COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public

(Printed Name)

My commission expires: _____

RESPONDENT'S CERTIFICATION
RFQ No. 2021-03

I have carefully examined the Request for Qualification, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ____ day of _____, _____ (year), by _____

Signature

Name and Title, Typed or Printed

Mailing Address

City, State and Zip Code

Telephone Number

Notary Public

STATE OF _____

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the

_____ a Corporation existing under the laws of the State of _____, held
on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby
authorized to execute the Bid dated, _____ 20_____, to the City of Doral and this partnership and
that their execution thereof, attested by the _____ shall be the official act
and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF _____)
) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____ a corporation existing under the laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20_____,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Construction Materials Testing and Inspection for Doral Central Park**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$4,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

- (a) Coverage shall apply on a Per Project basis

- (b) City of Doral included as an additional insured
- Primary Insurance Clause Endorsement
- Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

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

Coverage / Endorsement Required

- Employees are covered as insureds
- City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include 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 insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. 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.

\$2,000,000

V. Professional Liability/Errors & Omissions

Limits of Liability

Each Claim	\$2,000,000
Policy Aggregate	\$2,000,000

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

VI. Cyber Liability

A. Limits of Liability

Each Occurrence	\$1,000,000
-----------------	-------------

Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references as appropriate.

Insurance Companies must be authorized to do business in the State of Florida, and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

END OF SECTION

EXHIBIT B
Sample Professional Services Contract

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL
AND**

**FOR
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES FOR DORAL CENTRAL
PARK**

THIS AGREEMENT is made between _____ an active, for-profit Florida Corporation, (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, on _____ City Council approved _____; and

WHEREAS, as part of the due diligence _____; and

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to complete construction materials testing and inspection services as required by the Doral Central Park Project and as contemplated herein.
- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services as further described in Provider's Proposal attached as **Exhibit "A"** which are attached to this Agreement and incorporated herein and made part hereof by this reference.
- 1.3 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and will remain in effect until deliverables are received, unless earlier terminated in accordance with Paragraph 8.

2.2 Provider agrees that time is of the essence and shall complete this work within twenty (20) calendar days from the issuance of a Notice to Proceed ("NTP") by the City, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 As compensation for the Work, the City agrees to pay the Provider a fee in the amount of _____, in accordance with the Provider's Proposal attached as **Exhibit "A"** (the "Fee"). The Fee shall be paid as a lump sum payment within thirty days of final completion of the work and a corresponding invoice from the Provider. Final completion of the work shall be defined as receipt of all final versions of the deliverables by the City.

4. **Sub-Providers.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.

4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.
- 8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "A". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and

expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert Childress
Acting City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney

City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: TBD

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed

the cost provided in this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Provider may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under

federal, state and local laws necessary to perform the Services hereunder;

(b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

(c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

(d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Provider.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative

action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Maieure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts.**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as

a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL

EXHIBIT C

PRICING / FEE WORKSHEET

PROPOSAL FOR Construction Materials Testing and Inspection for Doral Central Park.
Quantities are provided for ROM to estimate the cost of services (see Exhibit G & H). The actual number of any test below will be based on the final design and testing required.

Section	Test	Quantity	Unit Price	Total
03.3000	Concrete Cylinders ASTM C 172 - Comprehensive Strength - ASTM C 39 <i>Included in the above ASTM C 39 Test:</i> <ul style="list-style-type: none"> • Slump - ASTM C 143 • Temperature - ASTM C 1064 • Air Content Normal Weight ASTM C 231 • Air Content Light Weight ASTM C 173 • Unit Weight ASTM C567 	<u>80</u>	_____ Each	_____
03.3000	Floor and Slab Flatness / Levelness ASTM E 1155	<u>6</u>	_____ Each	_____
03.3000	Cast-In-Place Concrete Pre-Pour Inspections <i>Included in this test:</i> Steel reinforcement placement, steel reinforcement welding, headed bolts and studs, verification of use of required design mixes, secret placement, including conveying and repositing, curing procedures and maintenance or curing temperature, verification of concrete strength before removal of shores and forms from beams and slabs.	<u>300</u>	_____ Hour	_____
03.4500	Architectural Precast Concrete - Inspection of Precast Concrete Inspection of Precast Fabricator Plant in accordance with Section 2.19B - Inspection of Field Welds ASTM E 165 / E 709 and ASTM E 1444 <i>Included in the Field Weld Test:</i> <ul style="list-style-type: none"> • Inspection of high strength bolted connections 	<u>5</u>	_____ Hour	_____
		<u>5</u>	_____ Hour	_____
04.2200	Concrete Unit Masonry - Inspection of site prepared grout, grout spaces and grades, sizes, and locations of reinforcement <i>Included in the above CMU Inspection:</i> <ul style="list-style-type: none"> • Inspection of site prepared mortar and placement • Concrete Masonry Test ASTM C 140 • Mortar Test ASTM C 780 • Grout Test ASTM 1019 	<u>60</u>	_____ Each	_____
05.1200	Structural Steel - Certified Weld Inspector	<u>300</u>	_____ Hour	_____

	<i>Included in the Weld Inspector price:</i> <ul style="list-style-type: none"> • Bolted Connections ASTM A 325 or A 490 • Welded Connections AWS D1.1 • Shop Welded Shear Connections AWS D1.1 • Steel Joist Framing Inspection • Bolted Connections ASTM A 325 or A 490 • Welded Connections AWS D1.1 • Steel Decking Inspection • Visual Inspection of Field Welds 			
07.4213	Standing Seam Metal Wall Panels - Water Spray Test AAMA 501.2	4	Each	
07.5423	Thermoplastic Polyolefin (TPO) Roofing - Electric Field Vector Mapping (EFVM) - Flood Testing - ASTM D5957	12 6	Hour Each	
07.9200	Joint Sealants - Field Adhesion Pull Test	10	Hour	
07.9500	Expansion Control - Exterior Expansion Joint Control Test - AAMA 501.2	10	Each	
08.4413	Aluminum Curtain Wall Windows - Water Spray Test AAMA 501.2 - Provide Lift for AAMA 501.2 Water Spray Test - Assume 2-week rental period	4 1	Each Lot	
31.2300	Earth Moving - Inspection of bearing soil and backfill - Density and Soil Weight ASTM D 1556	90 40	Hour Hour	
31.6219	Timber Piles ASTM D25 - High-Strain Dynamic Testing of Deep Foundations ASTM D4945	50	Hour	
31.6316	Augercast Piles - High-Strain Dynamic Testing of Deep Foundations ASTM D4945	30	Hour	
32.1216	Asphalt Paving - ASTM D 1557 <i>Included in the ASTM D 1557 Test:</i> <ul style="list-style-type: none"> • Thickness - ASTM D 3549 • Surface Smoothness • In-Place Density - ASTM D 979 OR AASHTO T 168 	50	Each	

NOTES:

All rates above are all-inclusive. As such they represent complete reimbursement for all cost or expenses incurred by the Subconsultant including, but not limited to all base wages, benefits, taxes, insurance, drilling, sampling, travel, mileage, laboratory costs, home office costs and all other overhead and profit.

TOTAL BASE BID: _____

Work to be included for all items: Furnishing all labor, equipment, materials and any and all costs for the term of the warranty or as deemed necessary by the City, necessary to complete the work per the specifications and as required shall be included in the above bid.

UNIT PRICES

The unit prices that follow will be used to add or deduct from the contract amount if there are changes to the scope of testing and geotechnical engineering services required during the duration of the project. The titles of personnel listed are titles in general use. If Proposer's personnel are assigned titles that are different from those listed, the equivalent title for Proposer's personnel shall be inserted in the blank behind the printed title that is included for this purpose.

Personnel

Senior Principal/Program Manager, per hour	\$ _____
Principal, per hour	\$ _____
Senior Project Manager, per hour	\$ _____
Project Manager, per hour	\$ _____
Project Professional per hour	\$ _____
Engineering Technician	\$ _____
Certified Welding Inspector (CWI)	\$ _____
Environmental Technician, per hour	\$ _____
Roofing Inspector, per hour	\$ _____
NDE Technician, per hour	\$ _____
CAD Operator, per hour	\$ _____
Word Processor, per hour	\$ _____

Transportation

Vehicle Charge, per trip	\$ _____
--------------------------	----------

Concrete Mix Verifications

Regular aggregates, each	\$ _____
Lightweight aggregates, each	\$ _____
Additional design, same aggregate sample, each	\$ _____
Review mix design submitted by others, each	\$ _____
Batch and confirmation of others mix design, each	\$ _____
Design confirmation cylinder test (ASTM C-39), each	\$ _____
Design confirmation beam test (ASTM C-293 or C-78), each	\$ _____

Concrete Tests

Cylinder compression test (ASTM C-39), each	\$ _____
Beam flexural test (ASTM C-293 or C-78), each	\$ _____

Cube/prism compression test (ASTM C-log), each	\$ _____
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-499), each	\$ _____
Windsor probes, per set of 3 (ASTM C-305)	\$ _____
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3	\$ _____
Equilibrium Density of Structural Lightweight Concrete (ASTM C-567), each.	\$ _____
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each	\$ _____
Density of Hardened Concrete (ASTM C-642), each	\$ _____
Determining Ff Floor Flatness and FI Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155)	\$ _____
Hilti Ferroskan	\$ _____

Masonry Tests

Cement mortar mix verification (ASTM C-305), each	\$ _____
Compressive strength CMU block (ASTM C- 140), each	\$ _____
CMU block absorption only (ASTM C-140), each	\$ _____
Compressive strength masonry prism (ASTM C- 1314)	
CMU prism up to 8 (in.) width, Hollow Cells, each	\$ _____
CMU prism up to 8 (in.) width, Grout Filled Cells, each	\$ _____
Brick prism up to 4 (in.) width, each	\$ _____
Compressive strength of grout prism (ASTM C- 1019), each	\$ _____

Aggregate Tests

Sieve analysis, dry (ASTM C-136), each	\$ _____
Sieve analysis (ASTM C- 11 7), each	\$ _____
Sieve analysis w/-200 (ASTM C-136 & C- 117), each	\$ _____
Unit weight (ASTM C-29), each	\$ _____
Specific gravity/absorption (ASTM C-127 or C-128), each	\$ _____
Organic impurities (ASTM C-40), each	\$ _____
L.A. abrasion (ASTM C-131 or C-535), each	\$ _____
Sulfate soundness, 5 cycles (ASTM C-88), each	\$ _____

Soils Laboratory Tests

Classification

Moisture Content and visual classification, each	\$ _____
Atterberg limits (ASTM D-43 18 Method A), each	\$ _____

Compaction

Optimum moisture / maximum density relations (proctors)	
ASTM D-698, method A & B, each	\$ _____
ASTM D-698, method C, each	\$ _____
ASTM D-1557, method A & B, each	\$ _____
ASTM D- 155 7, method C, each	\$ _____
Relative density (ASTM D-4254), each	\$ _____
Sample preparation (if required), each	\$ _____

Strength

Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each	\$ _____
Base material (TEX 120E), each	\$ _____

Stabilization Evaluation

Soil - Lime curve, 5 point PI vs. Lime content, each	\$ _____
Cement content (ASTM D-806), each	\$ _____
Fresh cement content (ASTM D-2901), each	\$ _____
Fresh cement content 3 point curve (ASTM D-2901), each	\$ _____
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each	\$ _____
Soils Field Services	
Nuclear density gauge, per trip	\$ _____
In-place density/moisture, nuclear method, ASTM D-2922, each	\$ _____
In-place density/moisture, conventional method, each	\$ _____

Coring; Services

Core drilling, minimum charge per trip, local, each	\$ _____
Concrete pavement cores, 4" diameter up to 6" depth or less, each	\$ _____
Concrete coring, additional thickness greater than 6", per inch	\$ _____
Testing concrete cores, each	\$ _____
Asphalt pavement cores 4" diameter up to 6" depth or less, each	\$ _____
Asphalt coring, additional thickness greater than 6" depth, per inch	\$ _____
Structural Concrete Coring, each	\$ _____

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3	\$ _____
Bulk specific gravity of lab molded specimens, set of 3	\$ _____
Bulk specific gravity of core specimen (TEX 207F), each	\$ _____

Maximum theoretical density (ASTM D-2041 or TEX 227F), each	\$ _____
Hveem stability (ASTM D-1560 or TEX 208F), set of 3	\$ _____
Marshall stability (ASTM D-1559), set of 3	\$ _____
Extraction (ASTM D-2172 or TEX 210F), each	\$ _____
Asphalt Content and Gradation (Ignition Oven Method), each	\$ _____
HMAC Mix Design (TEX 204F), each	\$ _____
HMAC Mix Design review prepared by others, each	\$ _____

NDE Field Services

Ultrasonic gauge, per day	\$ _____
Ultrasonic gauge, per ½ day	\$ _____
MT/LP consumables, per hour	\$ _____
Minimum trip charge, personnel and equipment	\$ _____
Torque Wrench, per hour	\$ _____
Skidmore Wilhelm, per hour	\$ _____
Paint thickness gauge, per hour	\$ _____

Roofing Materials

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), with aggregate	\$ _____
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-36 17), without aggregate	\$ _____
Moisture content of roofing aggregate (ASTM D-1864)	\$ _____
Hardness of roofing aggregate (ASTM D- 1865)	\$ _____

Other rates

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

NOTES:

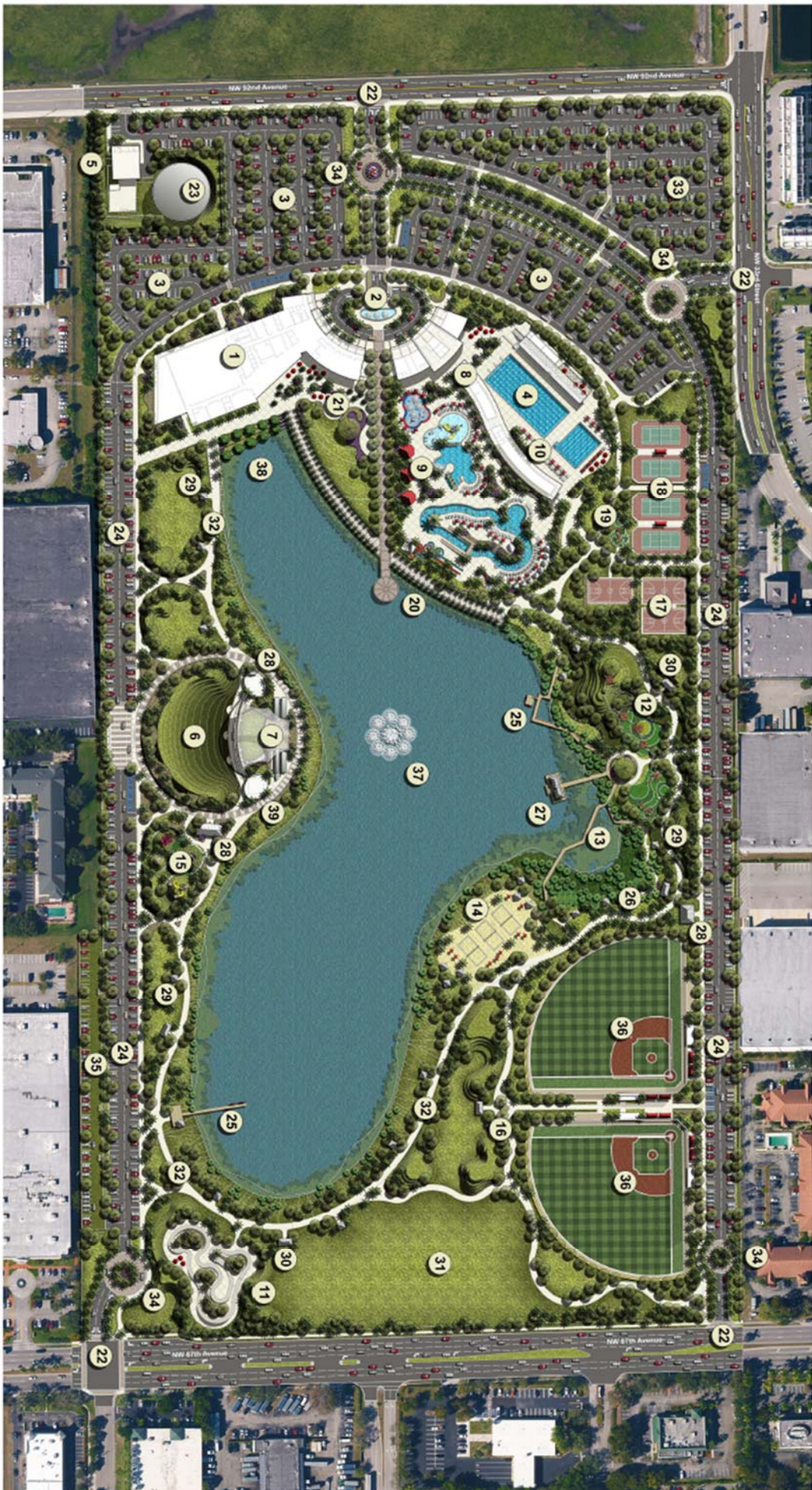
All rates above are all-inclusive. As such they represent complete reimbursement for all cost or expenses incurred by the Subconsultant including, but not limited to all base wages, benefits, taxes, insurance, drilling, sampling, travel, mileage, laboratory costs, home office costs and all other overhead and profit.

NOTES TO PROPOSERS:

1. Proposer shall fill the entire form; no spaces are to be left blank.
2. The City reserves the right to utilize any combination of the base fee, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget.
3. Contract Time will commence on the date the Agreement is executed and continue consecutively for a period of Two Hundred and Forty (240) calendar days. No extension of time will be given unless stated in writing.

EXHIBIT D
SITE MAP

EXHIBIT D Site Map



- 1 70,987 sq indoor recreation center
- 2 Dedicated drop-off plaza
- 3 Surface parking lot
- 4 Competition pool
- 5 Park maintenance storage building
- 6 Sloping events lawn with perimeter berm
- 7 Amphitheater with stage
- 8 Aquatics Center
- 9 Recreational pool deck

- 10 Competition pool deck
- 11 Skate park and pump track
- 12 Sensory playscape
- 13 Nature boardwalk trail
- 14 Lake-front sand volleyball (3)
- 15 Playground/play space
- 16 Learn-to-ball loop
- 17 Basketball courts (3)
- 18 Tennis courts (4)

- 19 Small lot/lot
- 20 Lake-front promenade
- 21 Cultural plaza w/ sculptural play piece
- 22 Primary vehicular entrance
- 23 Existing water storage tank with Art in Public Spaces mural
- 24 Partner water roads with on-street parking
- 25 Canoe/kayak/paddle boat launch (2)
- 26 Natural area with nature trails

- 27 Nature pavilion
- 28 Restroom buildings (3)
- 29 Small picnic shelter (18)
- 30 Large picnic shelter (5)
- 31 Multipurpose open field
- 32 Lake-front trail
- 33 Overflow surface parking lot
- 34 Vehicular roundabouts
- 35 Overflow turf parking area

- 36 Ballfields for a wide range of baseball and softball programs (2)
- 37 Lake fountain
- 38 Lake steps
- 39 Amphitheater storage building

EXHIBIT E

Park Component Dimensions and Quantities for ROM

Only select components have dimensions provided. The other components are listed to have a better view of the entire project.

1. Indoor Recreation Center – **76,097 SF (Level 1 - 55,175 SF & Level 2 - 20,922 SF)**
2. Main entry drop-off plaza
3. Surface parking lots – **1,493 parking spaces**
4. Competition pools/Recreational pools – **36,057 SF total**
 - a. **(1) Competition = Length x Width: 172 ft. x 75 ft.; Water Surface Area: 12,932 SF**
 - b. **(1) Training = 75 ft. x 60 ft.; 4,636 SF**
 - c. **(1) Wading = varies; 4,380 SF**
 - d. **(1) Leisure = varies; 5,948 SF**
 - e. **(1) Lazy River = varies; 8,156 SF**
 - f. **Waterslides = N/A; 290 SF**
5. Park maintenance storage building – **4,151 SF**
6. Sloping events lawn with perimeter berm
7. Amphitheater w/ stage, VIP area under roof – **3,460 SF**
8. Aquatics Center – **26,811 SF**
9. Recreational pool deck – **80,202 SF**
10. Competition pool deck – **25,333 SF**
11. Skate park and pump track – **6,500SF**
12. Sensory playscape
13. Nature boardwalk trail – **7,400 LF of Piles**
14. Lake-front sand volleyball
15. Playground/play space
16. Learn-to-bike loop -
17. Basketball courts –**outdoor (3) 94' x 50'**
18. Tennis courts –**outdoor (4) 78' x 36'**
19. Small tot-lot
20. Lake-front promenade – **(pavilion platform & structure) 3,000 SF**
21. Plaza for Rec Center activities
22. Primary vehicular entrance
23. Existing Water Tank with Art Mural
24. Perimeter roads with on-street parking – **.5 mi.**
25. Canoe/Kayak/paddle boat launch
26. Nature area with nature trails
27. Nature pavilion (Promenade & Wetland) – **2,560 LF of Piles**
28. Restroom buildings – **(5) Outbuildings: Total 5,940 SF**
29. Small picnic shelters - **(18) 20' x 20'**
30. Large picnic shelters - **(5) 20' x 40'**
31. Multipurpose Open Field

- 32. Lake-front trail
- 33. Overflow surface parking lot – **250 spaces**
- 34. Vehicular roundabouts
- 35. Overflow turf parking area
- 36. 2 Ballfields for baseball, and softball
- 37. Lake fountain
- 38. Lake steps
- 39. Amphitheater storage building – **(Outbuilding “B”) 1,020 SF**
- 40. Geothermal heating for pools

Quantities for ROM

<u>Test Type</u>	<u>Quantity</u>	<u>UOM</u>
Asphalt Total	756,117	SF
Base & Subbase Total	45,595	CY
Concrete Total	4,819	CY
Concrete with Rebar Total	5,166	CY
Earthwork Total	446,736	CY
Fabrications Total	1,590	LF
Glass & Glazing Systems Total	25,768	SF
Manhole Total	100	EACH
Masonry Total	106,260	SF
Metal Wall Panels Total	3,715	SF
Piles Total	78	EACH
Piles LF Total	11,960	LF
Pre-Engineered Structures Total	36	EACH
Roofing Total	113,827	SF
Sheetpiles Total	17,733	SF
Soffits and Facias Total	344	SF
Steel Total	117,622	SF

END OF SECTION