

CITY OF DORAL



Request for Qualifications

RFQ No. 2023-07

Design Services - Downtown Doral Arts District



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NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to use the Statement of Qualifications (SOQs) submitted in response to this RFQ to rank the Consultants according to the most qualified and to then initiate contract negotiations with the top ranked firm. The qualifications and selection of the firm shall be in accordance with F.S. §287.055, Florida Statutes.

All submittals shall be publicly opened and recorded on **10:00 am, Friday, August 11, 2023**. Late submittals shall not be accepted or considered. Proposals must be submitted electronically through <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. Any proposals received after the due date and time specified, will not be considered.

A non-mandatory pre-proposal conference will be held on Monday, July 24, at 10:00 a.m. via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-proposal conference by issuance of a written addendum to the RFQ. Attendance to the pre-proposal conference is encouraged.

The City of Doral reserves the right to accept any proposal 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 proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral (“City”) invites experienced, and licensed and qualified individuals or firms to submit statements of qualification (SOQ) in response to this Request for Qualifications (RFQ) for the provision of professional design services of the Downtown Doral Arts District.

The Downtown Doral Arts District will be the City of Doral’s blueprint to creating safe, convenient, and sustainable transportation options that meet the needs of the community and increases accessibility. The proposed roadway and infrastructures improvements shall include pedestrian connectivity, connectivity with the City’s bicycle network, on-street parking, lighting, landscaping, signing and pavement markings, signage, traffic calming improvements, stormwater improvements, harmonization with adjacent properties, traffic and transit analysis, and NW 84th Avenue shall include a Bus/Trolley route/lane.

Those firms who are interested in submitting Statements of Qualification (SOQ) in response to this Request for Qualifications as described herein.

All questions and/or comments regarding this request for proposal should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference “RFQ No. 2023-07 –Design Services – Downtown Doral Arts District” in the subject line. 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.

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/proposal notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

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

RFQ Advertisement Date:

Tuesday, July 11, 2023

Non-Mandatory Pre-Proposal Meeting

Monday, July 24, 2023, 10:00 AM

RFQ 2023-07 Design Services - Downtown Doral Arts District
Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/422561669>

You can also dial in using your phone.

Access Code: 422-561-669

United States: +1 (646) 749-3122

Cut-off Date for Written Questions:

August 4, 2023 at 5:00 P.M.

procurement@cityofdoral.com

Deadline for Submittals

Friday, August 11, 2023 at 10:00 A.M.

Electronically via DemandStar or Vendor Registry

Connie Diaz, MMC City Clerk

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SECTION 1

GENERAL TERMS AND 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 RFQ, 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 Awarded Contractor will have upon awarding of this contract.

Proposer/Contractor/Submitter

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

Awarded Contractor/ Contractor/Submitter

The Proposer whose statement of qualifications 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 this RFQ and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFQ. Any verbal interactions with the City apart from submittal of

a formal written submittal shall not be considered a part of any submittal.

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 respondents regarding this RFQ 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 RFQ 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 RFQ 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 RFQ. 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 RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. 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 RFQ opening, whichever is earlier, any material submitted in response to this RFQ 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 RFQ 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 RFQ.

(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 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 RFQ 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 RFQ 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 RFQ 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

Awarded Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ 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 RFQ upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFQ between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFQ between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFQ between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFQ between any member of the City's professional staff and any member of the selection committee; and

(6) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, 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, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents 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;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFQ;
- (9) contract negotiations during any duly noticed public meeting;
- (10) 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, Respondent, 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 or Respondent shall render the RFQ award or proposal award to said proposer or Respondent 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 RFQ 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 RFQ, 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 RFQ 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 shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred to as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer 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. Awarded Proposer 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 Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded 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.

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.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or Proposer who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or Proposer who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in

order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or Proposer should have been awarded the contract under the solicitation but is not, then the protesting bidder or Proposer shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall

be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
 3. Subcontract number (including subcontractor name and unique entity identifier); and
 3. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
 1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.

4. A list of names of subcontractors proposed to perform principal portions of the work.

Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

1.29 DEBARMENT AND SUSPENSIONS

As stewards of taxpayer's resources and to protect the City's interests, the City is required to award contracts to responsible vendors that are determined to be reliable, dependable, and capable of performing the required work. One way to achieve this vital goal is through suspensions and debarments, which are actions taken to exclude organizations or individuals from receiving contracts based on various types of misconduct. Below is an overview of the ordinance that establishes procedures consistent with the city's procurement's policies for suspending or debarring entities that violate the city's procurement rules.

Ordinance No. 2-340 – Debarment and Suspensions

a. *Authority and requirement to debar and suspend.*

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the city manager, after consultation with the chief procurement officer and the city attorney, shall have the authority to suspend or debar a contractual party, for the causes listed below, from consideration for award of city contracts. The suspension shall be for a period of not fewer than two (2) years. The city manager shall also have the authority to suspend a contractual party from consideration for award of city contracts if there is probable cause for debarment, pending the debarment determination. The city manager may consider past acts of the contractual party that occurred prior to the effective date of this ordinance. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the chief procurement officer after approval by the city manager, the city attorney, and the city council.

b. *Suspension.* Causes for suspension include the following:

- (1) Violation of contract provisions, which is regarded by the chief procurement officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and

conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

- (2) Debarment or suspension of the contractual party by any federal, state or other governmental entity.

- (3) False certifications including but not limited to certifications under paragraphs (d) and (e) below.

- (4) Found in violation of a city ordinance or regulation and for which the violation remains noncompliant.

- (5) Found in violation of a city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

- (6) A contractual party who has defaulted under the terms of a contract with the city or any of its boards, agencies, trusts, authorities, or committees and has failed to cure such default.

- (7) Vendor and the city are engaged in an adversarial proceeding (court proceeding, arbitration or administrative proceeding) arising from or relating to the vendor's performance of a contract with the city. Any other cause judged by the city manager to be so serious and compelling as to affect the responsibility or integrity of the contractual party performing city contracts.

c. *Debarment.* Causes for permanent debarment include the following:

- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
- (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

(4) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal, or contract with the city twice in any three-year period.

d. **Certification.** All contracts for goods and services, sales, and leases by the city shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(2).

e. **Non-Collusion Affidavit.** All bids for goods and services shall contain a certification that neither the undersigned bidder or agent nor any of its principal owners or personnel entered into any combination, collusion or agreement with any person submitting a bid.

f. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the city manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party, along with a notice of said party's right to appeal the decision.

1.30 Ordinance No. 2-341. – Appeal of Decision

The suspension or debarment shall be final and conclusive, unless the suspended or debarred party appeals the decision of the city manager to the city council, in the manner provided for appeals of administrative decisions of this Code of Ordinances. An appeal must be filed within twenty-one (21) days of the rendition of the order.

1.31 Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting -- F.S. 287.05701:

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

END OF SECTION

2.0 SPECIAL CONDITIONS

2.1 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

The proposer shall have a record of performance and operation within Florida for a consecutive five-year (5) period immediately preceding this RFQ. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The expertise may be met by a qualified individual(s) of the Firm. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Project Manager level or above. The determination of the individual's qualifications and compliance with the experience and qualifications shall be at the sole discretion of the City. The Selection Committee may negatively evaluate proposals from firms they determine have failed to meet the above experience and qualification(s).

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

2.1.1 Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

2.1.2 The firm shall have enough financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.

2.2 NON-MANDATORY PRE-PROPOSAL CONFERENCE - VIRTUAL

A non-mandatory pre-proposal meeting will be held via GoTo Meeting on Monday, July 24, 2023 at 10:00 A.M. At that time, general requirements of the project will be discussed along with questions regarding preparation and submission of proposals and general contractual requirements and any additional questions raised by proposers. Proposers will be invited to ask questions. Questions, if any, will be answered and when appropriate, issued as an addendum. It should be emphasized, however, that nothing stated or discussed during the pre-proposal meeting shall be considered to modify, alter or change the requirements of the Proposal Documents, unless it shall be subsequently incorporated into an addendum to the RFQ.

RFQ 2023-07 Design Services - Downtown Doral Arts District

Jul 24, 2023, 10:00 AM

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/422561669>

You can also dial in using your phone.

Access Code: 422-561-669

United States: +1 (646) 749-3122

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 any and all conditions that may, in any manner, affect the work to be performed under contract. .By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.3 PERFORMANCE OF SERVICES

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

2.4 CONTRACT TERM

This contract shall commence upon the effective date of the duly executed Agreement, and shall remain in effect until such time as the services acquired in conjunction with this solicitation, have been delivered and completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods. Proposing firms shall provide timelines within their Proposal packages outlining project and milestones as applicable.

2.5 LICENSING

Successful respondents shall provide a copy of their professional/occupational/business license and State registration at time of award. State of Florida Registration can be downloaded printed via www.sunbiz.org.

2.6 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award) in accordance with Exhibit "A".

2.7 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for Proposal 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 as though originally so specified or shown, at no increase in cost to the City.

2.8 INQUIRIES

Any questions regarding this Proposal 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 #2023.-07 Design Services – Downtown Doral Art District.**

END OF SECTION 2

SECTION 3 – SCOPE OF SERVICES

3.0 PURPOSE AND INTENT

The City of Doral is soliciting Statements of Qualifications from qualified and experienced design firms for the provision of a complete streets program for the city's Downtown Doral Arts District of the City, more particularly described as the area bounded by NW 58th Street on the North, NW 87th Avenue on the West, NW 54th Street on the South, and NW 79th Avenue on the East. The City will review submittals only from those design firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein.

The Downtown Doral Arts District will be the City of Doral's blueprint to creating safe, convenient, and sustainable transportation options that meet the needs of the community and increases accessibility. The proposed roadway and infrastructures improvements shall include pedestrian connectivity, connectivity with the City's bicycle network, on-street parking, lighting, landscaping, signing and pavement markings, signage, traffic calming improvements, stormwater improvements, harmonization with adjacent properties, traffic and transit analysis, and NW 84th Avenue shall include a Bus/Trolley route/lane.

It is the City of Doral's intent that the design Firm shall provide a design of the Project within the existing Right of Way. Therefore, all project construction activities will be conducted within the existing Right of Way. Harmonization may occur within property adjacent to the City's Right-of- Way once the City has acquired a harmonization agreement from the individual property owners.

The design firm shall process, pay, and obtain all required design review permitting of proposed design. All cost shall be reimbursed by the City of Doral via paid receipts of each permit review cost.

3.1 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida and 11th in the country by the Florida International University's Metropolitan Center.

3.2 SCOPE OF SERVICES:

The City of Doral is requesting statement of qualifications from qualified professionals to perform engineering design and architectural services, permitting application preparation, and construction phase engineering services and to assist in finalizing and implementing improvements to the Downtown Doral Arts District.

The work shall include the development of conceptual renderings, (including 100%) of construction documents, permitting and may include bidding /award, and construction administration services for the Project.

At a minimum, the selected firm tasks shall include:

- 3.2.1 Review, analyze, and provide recommendations relating to this project.
- 3.2.2 Prepare feasibility and conceptual planning documents.
- 3.2.3 Provide research, attendance at meetings, and preparation of presentation materials, reports, and correspondence.
- 3.2.4 Traffic calming elements where necessary and feasible.
- 3.2.5 Minimum 11-foot lanes on NW 84th and NW 82nd Avenues, Minimum twelve (12') foot lanes on NW 54th and NW 56th Streets.
- 3.2.6 Pedestrian connectivity within the project area.
- 3.2.7 NW 84th Avenue is to be utilized as an express Bus/Trolley Route North-South between NW 54th Street and NW 58th Street.
- 3.2.8 Bike lanes or Shared Use Paths are to be incorporated where feasible.
- 3.2.9 NW 54th and NW 56th Streets are to have off-site parallel parking.
- 3.2.10 NW 82nd and NW 84th Avenues will have either reverse angle parking or parallel parking.
- 3.2.11 New lighting, stormwater improvements, sidewalks, curb and gutter, roadway widening, and parking areas within the subject area.
- 3.2.12 Consideration for SMART Cities technology implementation.
- 3.2.13 Funding and Financial Analysis (Cost Engineering Estimate).
- 3.3.14 Meet with Elected officials and City management and staff as needed.

END OF SECTION 3

SECTION 4 PROPOSAL FORMAT

Proposals must be submitted electronically through DemandStar or Vendor Registry **by 10:00 a.m. August 11, 2023. Any proposal received after the due date and time specified, will not be considered.**

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit proposals in accordance with the requirements of this RFQ. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFQ.

Proposals should be prepared by providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Provide the required information in the following order for each of the below items:

4.1 Cover Letter and Executive Summary

Include the name of your agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“RFQ No. 2023-07 Design Services – Downtown Doral Arts District”**

This letter should summarize in a brief and concise manner, the Respondent's understanding of the scope of work and make a positive commitment to timely perform the work.

The letter must name all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length.

- A. Table of Contents: Include a clear identification of the material by section and/or by page number.

4.2 QUALIFICATIONS AND EXPERIENCE (20 POINTS)

1. The qualifications of the interested Consultant including but not limited to years in business, key team members & experience, resumes, etc.
2. Describe your firm's proposed organization for the design team. Please designate all specific individuals and their roles on your team by submitting an organizational chart for the project: At a minimum, the project organization chart shall show the names of key designers and staff; descriptions of responsibilities for all proposed staff.
3. Provide for each of the above personnel current resumes listing experience and percentage of the person's time to be committed to this project.

4. Provide detailed information on the level of experience team members have incorporating traffic safety into past projects.

4.3 KEY STAFFING (SCORED – (25 POINTS))

The selected Proposer will be required to commit that the key personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the City. The proposed key staff shall be named in the response.

1. A concise summary of the key components of the company, organization, or team shall be provided. Company, organization, or team responsibilities throughout the term of the service agreement shall be discussed with clear identification of the specific entity responsible for that portion of the work.
2. A concise summary of the key attributes of the prime Proposer's company and any of its sub-consultants shall be provided. Prime Proposer and sub-consultant responsibilities shall be discussed, with clear identification of the specific entity responsible for each portion of the work.
 - A. Furthermore, Proposer shall clearly describe all examples where the prime Proposer and the sub-consultant(s) have worked together in Florida and in the United States in the last five (5) years and specific roles, responsibilities, and authority.
3. Identify the individual who, from project start to finish, will be the leader of your team and the principal point of contact between your firm and the City. Provide detailed information on the qualifications of this individual and the direction, authority, and management tools that will be provided to the individual by the firm. This individual's competence, his/her leadership, and his/her ability to achieve customer satisfaction will be heavily considered in the selection.

4.4 RELEVANT PROJECT EXPERIENCE (SCORED – 30 POINTS)

Proposers must display considerable relevant experience with the specified type of work.

1. Provide five municipal client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and a list of any other related services provided.
2. Provide your team's recent experience in similar projects, at least three (3) similar "complete streets program" designs to include public involvement for other government agencies.
 - A. Name of Firm/Client
 - B. Description of work.
 - C. Number of amendments and change orders.

- D. Beginning and ending project budget.
- E. Date project began and completion date. (List whether it was on time and on budget)
- F. List any stop work orders and reasons.

4.5 PROJECT UNDERSTANDING AND APPROACH TO SCOPE OF WORK (25 POINTS)

1. Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Provide a narrative to describe the sequencing of key activities so as to ensure the success of the project, including the milestone associated.
2. Include a descriptive statement including illustrative graphics, not exceeding four (4) pages describing the Proposer's understanding of the City's Project and a description of the proposed design to be presented during Phase 2. Discuss Value Management Techniques to be utilized in maintaining the quality of materials and systems and also address product/systems substitutions and value-added to the project. The City may choose to make these commitments contractual.
3. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time.
4. Also provide information on your firm's current workload and how this project will fit into your workload. Describe the firm's current and anticipated workload. Include a summary of current projects and anticipated completion timeframes. Describe how City tasks will be prioritized within your organization, and the availability of the project team to commit towards this project.
5. Describe available facilities, technological capabilities and other available resources you offer for the project.
6. Provide a proposed (realistic) schedule from Notice to proceed until the construction drawings are issued. The City expects this project to be completed expeditiously and the City reserves the right to make adjustments to this schedule as necessary. Your firm's ability to meet the City's completion time requirements will be used for evaluation purposes. In your Proposal, you must identify how many days or months your firm will need to complete this project.

4.6 PROFESSIONAL LICENSURE

State if the business is licensed, permitted and/or certificated to do business in the State of Florida and attach copies of all such licenses issued to the business entity. Additionally, copies of key staff Professional Architects, Planners, Engineers, etc. licenses shall be provided, indicating whether the license is from Florida or eligible for reciprocity. Lack of

appropriate certification/ licensure will deem the submittal non-responsive.

4.7 STATEMENT OF WORK

The City is requesting a draft of the proposed design services **WITHOUT THE FINANCIAL TERMS INCLUDED.** After selection of the Proposer, the scope of work shall be clarified, and additional terms shall be negotiated.

4.8 REQUIRED FORMS AND ATTACHMENTS

1. All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.

END OF SECTION 4

SECTION 5.0 EVALUATION EVALUATION METHOD AND CRITERIA

5.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by F.S. § 287.055, referred to as Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its Statement of Qualifications (SOQ) will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

5.1.1 The committee shall short list no less than three (3) submittals, assuming that three submittals have been received, that it deems best satisfy the weighted criteria set forth herein and attempt to select the best qualified firm(s) for the particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the Request for Qualifications (RFQ), and deliberations of the Evaluation Committee at publicly advertised Evaluation Meetings. The City may request, and the firm shall provide additional information deemed necessary by the evaluation committee to conduct.

5.1.2 The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate and execute a contract with the top ranked firm. If the City is unable to reach an agreement with the top ranked firm, negotiations will be cancelled at the sole discretion of the City. City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached, and a contract awarded.

5.2 EVALUATION CRITERIA

Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

Evaluation Criteria	Max Points
A. Technical Resources and Capabilities (Section 4.2)	20
B. Key Staffing, Organization, and Single Point Accountability (Section 4.3)	25
C. Relevant Project Experience (Section 4.4)	30
D. Project Understanding and Approach (Section 4.5)	<u>25</u>
	100

The above is provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criterion also guides the Committee during the shortlisting and final ranking of Proposers by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from Proposers.

5.3 ORAL PRESENTATIONS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration. Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee. The Proposer’s Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist’s proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

SECTION 6.0 CONTRACT AWARD

6.1 CONTRACT AWARD

- 6.1.1 Recommendation of ranking, as a result of this RFQ, will be submitted to City Manager for considerations and may be submitted to the City Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.
- 6.1.2 The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- 6.1.3 Upon award of a Contract by the City Council, the City Manager is authorized to execute the Contract on behalf of the City.
- 6.1.4 The City Manager shall appoint a contract administrator or project manager to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

- 6.2 The City of Doral reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of Doral

6.3 NEGOTIATIONS

Upon approval of the ranking by the City Council, contracts will be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City may enter into contract negotiations with the recommended Proposer or take such other actions in the best interest of the City. Pre-negotiation meetings and negotiation meetings will be conducted on the date(s) and at the place(s) to be specified at a later date. If agreement is not reached from those efforts, the City will terminate negotiations and proceed to the next highest ranked Firm until it has reached agreement with the Firm.

END OF SECTION 6

SECTION 7.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. All forms shall be included as per Section 4.8

Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City of Doral if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Proposal Submittal Form
- 7.2 Reference / Past Performance Survey
- 7.3 Proposer's Information Worksheet
- 7.4 Proposer's Qualification Statement
- 7.5 E-Verify Program
- 7.6 Business Entity Affidavit
- 7.7 Non-Collusion Affidavit
- 7.8 No Contingency Affidavit
- 7.9 Americans with Disabilities Act (ADA)
- 7.10 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on
Public Entity Crimes
- 7.11 Drug Free Workplace
- 7.12 Copeland Act Anti-Kickback Affidavit
- 7.13 Equal Employment Opportunity Certification
- 7.14 Conflict of Interest Disclosure Form
- 7.15 Cone of Silence Certification
- 7.16 Respondent's Certification
- 7.17 Certification of Authority:
 - A. Certification of Authority, (if Limited Liability Corporation)
 - B. Certification of Authority, (if Corporation)
 - C. Certification of Authority, (if Partnership)
 - D. Certification of Authority, (If Joint Venture)
- 7.18 Certificate as to Corporate Principal
- 7.19 Acknowledgement of Conformance with OSHA Standards

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) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

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 \$2,000,000

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.

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

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.

SECTION 7.0 REQUIRED FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. All forms shall be included as per Section 4.6

Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the City of Doral if the Proposer is determined to be the most responsive and responsible Proposer.

- 7.1 Proposal Submittal Form
- 7.2 Reference / Past Performance Survey
- 7.3 Proposer's Information Worksheet
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- 7.5 E-Verify Program
- 7.6 Business Entity Affidavit
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- 7.9 Americans with Disabilities Act (ADA)
- 7.10 Sworn Statement Pursuant to Section 287.133(3)(a) Florida Statutes on
Public Entity Crimes
- 7.11 Drug Free Workplace
- 7.12 Copeland Act Anti-Kickback Affidavit
- 7.13 Equal Employment Opportunity Certification
- 7.14 Conflict of Interest Disclosure Form
- 7.15 Cone of Silence Certification
- 7.16 Respondent's Certification
- 7.17 Certification of Authority:
 - A. Certification of Authority, (if Limited Liability Corporation)
 - B. Certification of Authority, (if Corporation)
 - C. Certification of Authority, (if Partnership)
 - D. Certification of Authority, (If Joint Venture)
- 7.18 Certificate as to Corporate Principal
- 7.19 Acknowledgement of Conformance with OSHA Standards

7.1 PROPOSAL SUBMITTAL FORM:

RFQ# 2023-07

1. The undersigned Respondent proposes and agrees, if this RFQ is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Agreement Documents and within the Agreement Time indicated in this RFQ and in accordance with the other terms and conditions of the Agreement Documents.
2. Respondent accepts all of the terms and conditions of the RFQ and Instructions to Respondents, including without limitation those dealing with the disposition of RFQ Security. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the RFQ Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:

- (a) Respondent has examined copies of all the RFQ 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) Respondent has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, 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) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Respondent 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, within the Agreement Time and in accordance with the other terms and conditions of the Agreement Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.
- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Agreement Documents.
- (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Respondent.

- (g) This RFQ 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; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting a proposal. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.
4. Respondent understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFQ.
5. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
6. Communications concerning this RFQ shall be addressed to:
- Contact Name: _____
- Phone No: _____
- Email: _____
7. The terms used in this RFQ which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings assigned to them in the General Conditions.

STATEMENT

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 proposal or applies to proposal 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.

SUBMITTED THIS DAY _____, 2023.

Person Authorized to sign RFQ:

_____(Signature)

_____(Print Name)

_____(Title)

Company Name: _____



7.2 REFERENCE / PROFESSIONAL SERVICES PERFORMANCE EVALUATION

DESIGN SERVICES - DOWNTOWN DORAL ARTS DISTRICT

Instructions: May you please provide reference information as requested below. Your prompt attention is appreciated. Include all information associated with our performance to your agency for **professional design services** and apply a performance rating. Definitions are provided below.

Firms Name:	<u>Please return completed Performance Evaluation to:</u> Name: Procurement Division Manager Email: Procurement@cityofdoral.com
Date:	

DEFINITIONS OF PERFORMANCE RATINGS

<u>EXCEPTIONAL</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>	<u>N/A</u>	<u>INSUFFICIENT INFORMATION TO RATE</u>
Exceeds contractual requirements. The actions taken by the vendor met the contractual requirements and the scopes of services were accomplished.	Meets contractual requirements. The actions taken by the vendor were Satisfactory.	Does not meet contractual requirements, and recovery is not likely in a timely manner. The vendor's corrective actions appear or were ineffective.	Not Applicable	There is not sufficient information to rate performance.

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Work performed in compliance with contract terms.	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Services provide provided as specified and required?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Staff availability	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Timeliness of work	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Staff professionalism	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Customer service	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Quality of work	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Communication and Accessibility	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Prompt and effective correction of situations and conditions	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Would you recommend using this firm again?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(Explain)

**OVERALL
PERFORMANCE**

- ☐ Exceptional
☐ Satisfactory
☐ Unsatisfactory

Name of agency submitting performance Survey: _____

Name: _____

Title: _____

Signature: _____

Date: _____

7.3 PROPOSER'S INFORMATION WORKSHEET

RFQ No. 2023-04

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):

INDIVIDUALS(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:** _____

7.4 PROPOSER QUALIFICATION STATEMENT

RFQ No. 2023-07

The Proposer's response to this questionnaire will be utilized as part of the City's overall Proposal Evaluation to ensure that the Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

ON THE FORM BELOW, PROPOSER SHOULD PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. PROPOSERS SHOULD USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET.

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

7.5 E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

[48 CFR 52.222-54](#)

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (Printed)

Respondent Signature

Date Signed

7.6 BUSINESS ENTITY AFFIDAVIT
(VENDOR / PROPOSER DISCLOSURE)
RFQ No. 2023-07

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 _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.7 NON-COLLUSION AFFIDAVIT

RFQ No. 2023-07

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 _____

Notary Public-State of _____

My commission expires:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

7.8 NO CONTINGENCY AFFIDAVIT
RFQ No. 2023-07

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 _____ Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Bid;
- (2) Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

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 _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.9 AMERICANS WITH DISABILITIES ACT (ADA)

**DISABILITY NONDISCRIMINATION STATEMENT
RFQ No. 2023-07**

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 1210112213 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, 229 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:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

7.10 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFQ No. 2023-07

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)

7.11 DRUG-FREE WORKPLACE PROGRAM
RFQ No. 2023-07

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

7.12 COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFQ No. 2023-07

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.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.13 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ No. 2023-07

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date



7.14 CONFLICT OF INTEREST DISCLOSURE FORM

All business entities (“Vendor”) interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

7.15 CONE OF SILENCE CERTIFICATION
RFQ No. 2023-07

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled ‘Cone of Silence’.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date _____

7.16 RESPONDENT'S CERTIFICATION
RFQ No. 2023-07

I have carefully examined the Invitation to Bid, 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 Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. 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.

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 commissioned name of Notary Public

**7.17(A) CERTIFICATE OF AUTHORITY
(IF LIMITED LIABILITY CORPORATION)**

STATE OF _____)

) SS:

COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the

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

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 20____, to the City of Doral and that their execution thereof shall be the official act and deed of this Limited Liability Corporation." 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: _____

Print Name: _____

(SEAL)

**7.17 (B) 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)

**17.17 (C) 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)

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

7.18 CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Proposal; that _____, who signed the Proposal 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 Proposal 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

**7.19 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby
acknowledge and

Prime Contractor

agree that we, as the consultant for City of Doral, **Design Services - Downtown Doral Arts District** 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.

SUBCONSULTANTS

CONSULTANT

ATTEST

BY: _____

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) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

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 \$2,000,000

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.

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

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.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

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) \$2,000,000

Personal & Advertising Injury \$2,000,000

Products & Completed Operations \$2,000,000

Coverage / Endorsements Required

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 \$2,000,000

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.

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

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.

EXHIBIT B
SAMPLE AGREEMENT (DO NOT COMPLETE)



AGREEMENT No. XX
RFQ 2023-07 – DESIGN SERVICES - DOWNTOWN DORAL ARTS DISTRICT
BETWEEN CITY OF DORAL AND
(CONSULTANT'S NAME)

THIS AGREEMENT is made and entered into as of this ___ day of ___, **2023**, by and between **(Consultant's Name)** a corporation organized and existing under the laws of the **State of Florida**, having its principal office at **(Consultant's Address)** (hereinafter referred to as the **"CONSULTANT"**), and the City of Doral, a political subdivision of the State of Florida, having its principal office at 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter referred to as the **"CITY"**).

RECITALS

WHEREAS, the **CONSULTANT** has offered to provide the services and to be bound by the terms and conditions of the **Request for Qualifications (RFQ) No. 2023-07 Design Services - Downtown Doral Arts District** which includes the General Terms and Conditions, Special Conditions, Technical Specifications, and associated addenda attached hereto and incorporated herein as "Exhibit A", and the assertions included in the **CONSULTANT's** Proposal attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, the **CITY** desires to retain a **CONSULTANT** to provide professional design services as more particularly specified in the Technical Specifications in "Exhibit A"; and,

WHEREAS, **CONSULTANT** is willing and able to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the **CITY** has determined that it to be in the best interest of the **CITY** to award an Agreement to the **CONSULTANT** for the rendering of those services described in the scope of services.

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 2023-07 Design Services - Downtown Doral Arts District hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”;
- D. Fee Schedule attached hereto as “Exhibit C”.

In the event there is a conflict between this agreement CONSULTANT’s response, or scope of work, the order of precedence shall be this agreement. The CITY expressly rejects any additional terms or conditions not consistent with the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect until the services contemplated have been performed.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PREAMBLE.

2.1 In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.2 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

SECTION 3. SCOPE OF SERVICES.

3.1 The CONSULTANT shall perform the following professional services in the described in Exhibit "A," Scope of Services, attached hereto and incorporated herein.

3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Project Manager and obtain written approval by the CITY in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the Project Manager, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Project Manager does not constitute authorization or approval by

SECTION 4. GENERAL PROVISIONS.

4.1 Negotiations pertaining to the Consultant services to be performed by the CONSULTANT have been undertaken between CONSULTANT and CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

SECTION 5. TIME FOR PERFORMANCE.

5.1 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Project Manager prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Project Manager may, at his or her sole option, require

CONSULTANT to submit itemized deliverables/documents for the Project Manager's review.

5.2 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

5.3 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

5.4 The Project Activities and Time Schedule shall be automatically incorporated into this Agreement. Said time periods shall commence from the date of the Notice to Proceed for such services.

SECTION 6. COMPENSATION

6.1 Not-To-Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of basic services as related to Exhibit "A" required under the terms of this Agreement up to a Not-to-Exceed Amount of (AGREEMENT TOTAL IN WORDS) (\$ AGREEMENT TOTAL IN NUMBERS). It is agreed that the method of compensation is that of "Not-to-Exceed Amount" which means that CONSULTANT shall perform all services set forth in Exhibit "A" for total compensation in the amount of or less than that stated above. Compensation to be in accordance with the Cost Schedule and hourly billing rate schedule shown in Exhibit "C."

6.2 Reimbursables

Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under

this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

- A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT'S internal drafts, reviews, or other purposes, are not eligible for reimbursement.
- B. Identifiable testing costs and special inspections approved by Contract Administrator.
- C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.
- D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).
- E. Reimbursable sub-consultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

6.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon and describes the maximum extent of CITY'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

SECTION 7. AMENDMENTS AND CHANGES IN SCOPE OF SERVICES.

7.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

7.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and

of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Section 7.

7.3 In the event a dispute between the Project Manager and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Project Manager and CONSULTANT, such dispute shall be promptly presented to the CITY Manager for resolution. The CITY Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Miami-Dade County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

SECTION 8. CONSULTANT'S RESPONSIBILITIES.

8.1 The CONSULTANT, following the CITY's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY.

8.2 The CONSULTANT shall attend all pre-proposal conferences.

8.3 The CONSULTANT shall recommend any addenda, through the Project Manager, as appropriate to clarify, correct, or change proposal documents.

8.4 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.

SECTION 9. SUB-CONSULTANTS

9.1 CONSULTANT may subcontract certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

9.2 CONSULTANT shall utilize the sub-consultants identified in the proposal that were a

material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

SECTION 10.CITY'S RESPONSIBILITIES.

10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

10.3 CITY shall review the itemized deliverables/documents identified per Task Order.

10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor. Should the lowest responsible, responsive bid exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more, CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Miami-Dade from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

10.5 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.6 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or

Omissions.

- 10.6.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the error.
- 10.6.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 10.6.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 10.6.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 10.6.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 10.7 The Project Manager's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 7.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Miami-Dade County, Florida.

SECTION 11. INDEPENDENT CONSULTANT

- 11.1 The CONSULTANT is an Independent Consultant under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to

supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

112 Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 12. OWNERSHIP OF DOCUMENTS

12.1 All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

12.2 Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the CITY'S sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in conjunction with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT. This shall not limit the CITY'S reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

SECTION 13. NOTICE.

13.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed

by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

For the City: Barbie Hernandez, City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Valerie Vicente, City Attorney
Nabors Giblin & Nickerson P.A.
8401 NW 53rd Terrace
Doral, Florida 33166

CONSULTANT

SECTION 14. INDEMNIFICATION.

14.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

14.2 Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 15. GOVERNING LAW.

15.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 16. ACCESS TO RECORDS.

16.1 Records for Personnel Expenses shall be kept on a generally recognized accounting basis and shall be available to the CITY or its authorized representative at mutually convenient times.

16.2 With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection, or copying purposes at any time during normal business hours at a location within Miami Dade County, Florida as often as the CITY may reasonably require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or

duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The CITY's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for five (5) years from the date of submission of the annual performance report. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

SECTION 17. PUBLIC ENTITY CRIMES ACT

17.1 In accordance with the Public Crimes Act, Section 287.133, Florida Statutes (2021), as may be amended or revised, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2021), as may be amended or revised, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the City purchase and may result in Contractor debarment.

SECTION 18. COMPLIANCE WITH LAWS.

18.1 The CONSULTANT shall comply with the applicable requirements of State laws and all Codes and Ordinances of The City of Doral as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law, including without limitation those required by Chapters 471, 481, and 489, Florida Statutes.

- A. If the PROJECT involves E.P.A. Grant eligible work, the CITY and the CONSULTANT agree that the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Agreement.
- B. If the PROJECT involves work under other Federal or State Grantors or Approving Agencies, the CITY and the CONSULTANT shall review and approve the applicable required provisions or any other supplemental provisions as may be included in the Agreement.
- C. Any documents provided by CONSULTANT to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida

Statutes.

SECTION 19. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

19.1 The Firm must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONSULTANT must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 20. EQUAL EMPLOYMENT

20.1 During the performance of this Agreement or any related Work Order, the CONSULTANT shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 21. ASSIGNMENT AND SUBCONSULTING

21.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated, or subconsulted by the CONSULTANT without the express prior written consent of the CITY. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations

hereunder.

SECTION 22. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

22.1 Pursuant to Section 119.0701 of the Florida Statutes, CONSULTANT agrees to:

- A. Keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this agreement. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the CITY's custodian of public records, CONSULTANT shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONSULTANT's workpapers shall remain the sole property of CONSULTANT, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONSULTANT will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

- F. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166

SECTION 23. PROMPT PAYMENT ACT.

23.1 The CITY as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 24. CONFLICT OF INTEREST/CODE OF ETHICS.

24.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the CITY. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

24.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Miami- Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by The City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

24.3 Standards and Proper Decorum: The CITY promotes and expects a *high standard* of ethics and professional conduct in all CITY employees. The CONSULTANT shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the CITY.

SECTION 25. SOVEREIGN IMMUNITY.

25.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 26 TRUTH-IN-NEGOTIATION CERTIFICATE

26.1 Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of the contract.

SECTION 27. INSURANCE.

27.1 The Consultant 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.

27.2 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.

SECTION 28.SCRUTINIZED COMPANIES.

28.1 CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY'S may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of

Israel during the term of the Agreement.

28.2 If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY'S may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

28.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 29. NO CONTINGENCY FEES.

29.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, 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 CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2023.

CONSULTANT

CITY OF DORAL

Signature

Barbie Hernandez, City Manager

Name

Date

Title

Approved as to form and legal
sufficiency:

Nabors Giblin & Nickerson P.A.
City Attorney