

CITY OF DORAL



Request for Qualifications

General Planning and Zoning Consulting Services

Submission Due Date: Wednesday, March 11, 2026, at 2:00 pm

RFQ No. 2026-04

**Procurement and Asset Management Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB**



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1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

1.1.1. Notice to Respondents

NOTICE: The City of Doral (“City”) hereby gives notice of its intent to seek Responses from interested, qualified parties and professional firms in response to this Request for Qualifications (“RFQ”) to provide the services described herein. Responses must be received no later than the deadline date and time specified below.

1.1.2. Project Overview

The City of Doral is seeking Responses for planning consultant firms to provide general planning and zoning consulting services.

By way of this RFQ, the City of Doral is soliciting competitive sealed proposals from qualified and interested parties for the provision of general planning and zoning consulting services, as more particularly described herein. Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a Statement of Qualification in accordance with the procedure and schedule in this RFQ. The City intends to use the Proposals submitted in response to this RFQ to evaluate and rank Proposers based on qualifications and to establish a pool of the most qualified Proposers. The City may initiate contract negotiations with one or more Proposers from this qualified pool, as determined to be in the best interest of the City. The selected firms will assist the City with the continuous update of the Comprehensive Plan, development of projects or analysis identified in the Comprehensive Plan, update of the Land Development Regulations, provide both short-term and long term planning recommendations, coordinate and process various land use amendment and rezoning applications, annexation services, assist with permit reviews, or any additional planning matters as directed by the City Planning and Zoning Director or his/her designee. It is the City’s intent to select firms that: (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City. The City will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFQ, the determination of which shall be in the sole discretion of the City.

Through the RFQ process described herein, qualified Professionals interested in providing such services to the City must prepare and submit a Response packet in accordance with the procedure and schedule of this RFQ.

The City will review submittals only from those persons and/or firms that submit a proposal that includes all of the information required by this RFQ, the determination of which shall be in the sole discretion of the City.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City.

The City’s schedule for this Solicitation is as follows:

Issuance/Advertisement Date:	February 10, 2026
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Pre-Submittal Conference (Non-Mandatory):	February 24, 2026, 10:00am Microsoft Teams meeting Join: https://teams.microsoft.com/meet/23871032003052?p=JTtqpUKu8gGDvLnWRX Meeting ID: 238 710 320 030 52 Passcode: ux2bZ3JP
Deadline Date for Written Questions:	March 3, 2026, 5:00pm
Deadline for Submittals & Date of Opening:	March 11, 2026, 2:00pm Microsoft Teams meeting Join: https://teams.microsoft.com/meet/26929080759695?p=WFBMjPDZWvrs8kFvE7 Meeting ID: 269 290 807 596 95 Passcode: 4FE6y6Ag
Evaluation Committee Meeting Phase I (Non-Mandatory):	March 18th, 2026 10:00am City of Doral Government Center 8401 NW 53rd Terr., 3rd floor Doral, FL 33166

The above schedule may be amended as required. All scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per State of Florida in the Sunshine Law.

**1.1.4. Pre-Submittal Conference
Conference Type: Non-Mandatory**

A Pre-Submittal Conference will be held on the date and time specified in the Procurement Schedule. During this meeting, the requirements of this Solicitation will be reviewed and discussed.

Any changes to this Solicitation discussed during the conference or site visit are not binding unless included in a written addendum issued by the City.

Any substantive questions regarding the Solicitation must be submitted in writing to the Procurement Division on or before the question deadline.

Respondents are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a Proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.



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1.1.5. Cone of Silence Policy and Inquiries

This Solicitation is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this Solicitation must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**2026-04 General Planning and Zoning Consulting Services**” in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via a written addendum.

1.1.6. Method and Deadline for Submittal

Responses must be submitted electronically through the OpenGov Procurement Portal <https://procurement.opengov.com/portal/cityofdoral/projects/235792> by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any submittals received after the due date and time specified will not be considered.

Solicitations and addenda or notices in connection therewith may be downloaded OpenGov. To receive notifications of addenda or notices issued in connection with this RFQ, interested parties must register with OpenGov.

The City reserves the right to accept any response deemed to be in the best interest of the City, to waive any minor irregularities, scrivener’s errors, minor omissions, minor deviations, and/or technicalities in any Responses, or to reject any or all Responses and to re-advertise for new Responses, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this Solicitation. Minor issues may be corrected at the City’s discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.7. Method of Award

The City anticipates entering into contracts with firms deemed responsive and responsible and determined by the City to be the most advantageous. The City anticipates selecting a minimum of a pool of firms but reserves the right to select more firms if in the best interest of the City.

A contract will not exist and is not binding until Responses are reviewed and accepted by appointed staff, the best Response is identified, negotiations with the Respondent have been authorized by the appropriate level of authority within the City, a contract has been executed by the parties and approved by the appropriate level of authority within the City.

The City’s selection committee will evaluate Responses and will select the Responses that meet the best interests of the City. The City is the sole judge of its own best interests, the Responses, and any resulting negotiated contract. The City’s decisions will be final.

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

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



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A resulting contract(s) will be awarded in accordance with Florida Statute 287.055 known as the Consultants Competitive Negotiation Act (CCNA).

1.1.8. Term of Contract

The initial contract resultant from this solicitation shall prevail for a one (1) year period from the contract's effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year period for a total of three (3) years.

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

1.1.9. Identification of Subcontractors

Respondents shall list all proposed subcontractors in the appropriate portion of the Required Submission Forms attached in the Attachments section. Contractor shall be responsible for the coordination of the trades, Subcontractors, materials, and staff necessary to complete the Work.



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2. SCOPE OF SERVICES

2.1. Technical Specifications

2.1.1. Statement of Need/Objectives

The selected firms will assist the City with a broad range of planning tasks, including the ongoing update and implementation of the Comprehensive Plan and the development of specific projects or analyses identified therein. In addition, the firms will support the update and refinement of the City’s Land Development Regulations and Subdivision Regulations.

Services may also include the preparation of both short-term and long-term planning recommendations; coordination and processing of various land use amendments and rezoning applications; annexation studies and support; and assistance with the review of development permits. The firms may also be called upon to support other planning-related matters as directed by the City’s Planning and Zoning Director or their designee.

Services may include on-call, or as needed, planning and zoning support to address workload surges, vacancies, special initiatives, or emergency timelines. Services may be authorized through individual task assignments, work orders, or purchase orders issued at the City’s discretion. The City does not guarantee a minimum volume of work and reserves the right to assign tasks based on firm(s) availability, expertise, performance, or project need.

The selected firms will assist the City with a broad range of planning tasks, including not limited to:

- A. On-call, staff augmentation, surge capacity personnel
 - As-needed planning staff augmentation;
 - Rapid response support for vacancies and peak workload periods;
 - Ability to provide interim senior planner-type support;
 - Services may include remote, hybrid, or on-site support as requested.
- B. Executive/Director-Level Advisory & Institutional Knowledge Support
 - Advisory support on Doral LDC interpretation and historical policy context;
 - Briefings/Memos for leadership decision-making;
 - Coordination support for board/council agenda items;
 - Peer review of staff recommendations;
 - Advisory input on politically sensitive or precedent-setting items;



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- Transition support.

C. Comprehensive Plan and Implementation

- Plan implementation support, targeted studies, and project management of planning initiatives;
- Provide alignment support between Comp Plan and LDC;

D. Preparation of short- and long-term planning recommendations; Land Development Code (LDC) and Policy Services

- Coordination and processing of land use amendment and rezoning applications;
- Formal interpretation memos;
- Code cleanup, conflict resolution, modernization, and updates to related regulations as applicable or requested;

E. Development Review and Entitlements

- rezonings, comp plan amendments, conditional uses, variances, PUDs/major site plans (as applicable to your process);
- interdepartmental coordination (engineering/traffic/utilities);
- Peer review and third-party technical review support when requested
- Optional pre-application and concept review support.

F. Quasi-Judicial / Hearing support

- Staff reports and coordination for quasi-judicial items/defensibility including findings consistency and complex or multi-agency projects;
- Exhibit preparation/organizations;
- Hearing preparation support, presentations, and testimony support when requested
- Coordination with City Attorney and outside counsel as needed, requested

G. Annexation & Intergovernmental Coordination

- Annexation studies/support;
- Interlocal/intergovernmental coordination with County/regional entities.

H. Special Projects / Emerging Issues

- May include corridor plans, redevelopment studies, housing policy support, legislative impact analysis, grant planning support, etc.;



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- Services may include emerging planning issues not yet identified at the time of this solicitation, consistent with the general intent of this RFQ.
- Additional planning services as directed by the Development Services Administrator, Planning and Zoning Director or their designee.

I. Deliverables & Knowledge Transfer

- Written work products suitable for public record
- Transfer of data/work product to City with file standards consistent with city systems;
- Optional staff/board workshops or briefings when requested.

2.1.2. Qualifications and Experience

All proposers that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

B.

- a. The Proposer must have been actively engaged in providing general planning and zoning consulting services to local, regional, or state governments within the past five (5) consecutive years.
- b. Proposer must have, at a minimum, a principal planner that is AICP certified, have five (5) years of experience immediately preceding this RFQ. While not required, prior experience with planning projects in the City of Doral is preferred. Minimum experience required can be held by the firm, key personnel, or a combination of both. Supporting references must support this experience, listing the agency or company name, along with the contact person's full name, telephone number and email address. It is the responsibility of the Proposer to ascertain that the contact person will be responsive.
- c. The proposed 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 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 qualifications.



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- d. 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. Desired experience is requested in quasi-judicial hearing support and staff report preparation; LDC interpretation/implementation and code cleanup; development review and entitlements; intergovernmental coordination; special studies and planning initiatives; and ability to provide senior-level planning advisory services independent of production work, including strategic guidance, peer review, and institutional knowledge support.

- e. Proposers shall disclose any current or anticipated conflicts related to concurrent representation of municipalities or private applicants within Miami-Dade County that could reasonably affect responsiveness or objectivity. 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.

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

2.1.3. Licensing

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

3. RESPONSE REQUIREMENTS

3.1. Transmittal Letter

Respondents should prepare their proposals using the following format. In preparing proposals, Respondents should assume that the City has no previous knowledge of their products, services, or capabilities. Emphasis should be placed on clear, complete presentation of factual information.

Additionally, Respondents may not refer to information in previous proposals or bids submitted to the City.

This letter will summarize in a brief and concise manner the following:

- 1. Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- 2. The letter must name all persons or entities interested in the proposal as principals.



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3. The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFQ.
4. Identify all the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.

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The Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority. The letter should not exceed two pages in length.

3.2. Qualifications and Experience of the Firm

A Qualification statement shall be written with sufficient details on the scope of services requested in this RFQ. This statement shall provide the following:

- Executive Summary – Provide a brief summary describing the firms approach to the scope of services, firms background in providing similar services. This summary should be brief and concise to advise the evaluation committee of the basic services, experience of firm's staff, and any other relevant information. A project manager should be provided and assigned to manage all aspects of work.
- Experience of the Firm/Team – Provide the firm's history and background, tax status, principals, offices, owners, board of directors and/or trustees, primary markets served, the total current member of employees, employees by classifications, number of years the firm has been in business.
- Firms/Teams Past Performance – Provide a detailed description of similar contacts which the firm has ongoing or completed within the past five (5) years. The description shall identify for each project the following:
 - Name of Firm/Client
 - Description of work provided
 - Total Dollar Value of the contract
 - Contract Duration
 - Reference Contact (Name and Phone Number)
 - Prime or Sub Contractor on Project.



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3.3. Organizational Chart

Provide an organization chart showing the key individuals assigned to their areas of responsibilities. Must include:

- Name of the Firm
- Name of the Employee
- Title/ Position
- Years of Experience
- Years employed within the Firm
- Resumes of key individuals

3.4. Summary of Projects Completed

Narratives on specific projects completed on time and in budget within the past five (5) years.

3.5. Availability

- Indicate current and anticipated workloads and availability for other activities.
- Identify the extent and nature of any anticipated outside support (subcontracting) that will be necessary to complete the services herein.
- Identify each support awarded proposer by their trade.

The City reserves the right to reject any proposed firms used as outside support.

3.6. Additional requirements

Respondents must provide documentation demonstrating both the firm's overall qualifications and the qualifications of key individuals assigned to this project.

3.6.1. Previous or current litigation

Provide a summary of any litigation filed against the proposer in the past three years that is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.

3.6.2. Certifications

If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.



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3.6.3. Occupational license

Submit copy of your firm's occupational license where business is located

4. EVALUATION CRITERIA AND METHODOLOGY

4.1. Evaluation Process Overview

4.1.1. Preliminary Review

Procurement staff will review all Responses to confirm compliance with the submission requirements for this Solicitation. Non-compliant Responses may be deemed non-responsive and excluded from further consideration.

4.1.2. Committee Evaluation

An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee. The Committee will rank all responsive firms and select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the services.

4.1.3. City Manager Review

The City Manager will review the Committee's scores and rankings along with the administrative review by Procurement staff. In the City's best interest, the City Manager may:

- Recommend award to City Council.
- Reject the Committee's scoring in whole or in part.
- Direct the Committee to re-evaluate.
- Reject all Responses.

4.1.4. Final Award

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

The final award is subject to City Council approval. The City is the sole judge of its best interests and reserves the right to reject all Responses at its sole discretion. The City's decision will be final.

Upon approval of the City Council, a contract shall be awarded to a pool of Proposers selected as the most responsible, responsive Proposers meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

4.2. Scoring Criteria & Available Points



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Responses will be evaluated by the Committee according to the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Experience and Qualifications of Firm/Team</p> <p>Firm's qualifications, experience and past firm performance related to providing the type of services requested in this solicitation, including quality of work, adherence to schedule and budget.</p>	Points Based	25 <i>(25% of Total)</i>
2.	<p>Key Personnel</p> <p>Relevant experience and qualifications of firm's key personnel that will be assigned to this project.</p>	Points Based	25 <i>(25% of Total)</i>
3.	<p>Understanding of the Scope of Services</p> <p>Proposer's approach to providing the services requested in this solicitation.</p>	Points Based	40 <i>(40% of Total)</i>
4.	<p>References and Proposer's track record of on time and within budget project performance</p> <p>References confirming satisfactorily completed projects of a similar nature.</p>	Points Based	10 <i>(10% of Total)</i>

5. Insurance Requirements

5.1. Policies and coverage limits

Successful Proposer(s) shall maintain during the term of the Agreement, at their sole cost and expense, the following insurance policies and coverage limits:

1. Commercial General Liability (CGL)

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury

Additional Requirements:

- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City



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- 30-day notice of cancellation required

2. Automobile Liability

- \$1,000,000 Combined Single Limit (CSL)
 - Must include Hired and Non-Owned Vehicles

Additional Requirements:

- Required only if the vendor or its personnel will be on City property or job sites
- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

4. Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation coverage is required for all contractors with employees
- Employer's 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

Additional Requirements:

- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

Clarification: Structural Design/Traffic/Roadway Design limits should not be listed under Workers' Compensation. These exposures are professional in nature and should be addressed under Professional Liability.

For Staffing Firms or Leased Employees:

- If the vendor or any subcontractor uses a leasing company, temporary staffing agency, or similar arrangement, they must:
 - Provide a certificate of insurance meeting the above Workers' Compensation requirements prior to commencement of work
 - Ensure the certificate covers all staff assigned to the project, without limiting language (e.g., "only those listed, billed, or assigned")

5. Umbrella or Excess Liability may be used to meet the underlying minimum insurance requirements;



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- Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements
- City must be listed as Additional Insured on a Primary and Non-Contributory basis
- Waiver of Subrogation in favor of the City
- 30-day notice of cancellation required

6. Professional Liability/Errors & Omissions

Limits of Liability

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

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

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

7. Cyber Liability (If Applicable)

Limits of Liability

Each Occurrence	\$1,000,000
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Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.

Retro Date – Prior to commencement of job.

Please Note: The Certificate(s) shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, in advance of any work to be completed.

In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.



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At the time of award, the Successful Proposer(s) must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

6. GENERAL DEFINITIONS AND SOLICITATION TERMS AND CONDITIONS

6.1. General Definitions

- A. "Authorized Representative" means the Department contact for interaction regarding contract administration.
- B. "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.
- C. "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.
- D. "Department(s)" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.
- E. "Procurement Division" means the office responsible for handling procurement-related matters within the City.
- F. "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.
- G. "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation will not include any verbal interactions with the City apart from submission of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.
- H. "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "Invitation to Bid", "Request for Qualifications", "Request for Proposals", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.
- I. "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", "Consultant", "Provider", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.



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- J. “We/Us/Our” means the City of Doral, Florida, a Florida municipal corporation. These terms may be used as pronouns for various subsets of the City organization as content will indicate.
- K. “Work” means the actual task (i.e., goods and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.
- L. You/Your means person(s) or entity(ies) submitting a proposal in response to this RFQ, inclusive of corresponding subsidiaries, affiliate offices, employees, volunteers, representatives, agents, or subcontractors.

6.2. General Terms and Conditions

6.2.1. Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

6.2.2. Assignment or Transfer

The Successful Respondent will not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, if the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, the Successful Respondent will promptly notify City in writing of such change at least thirty (30) days prior to such change, and the City will have the right to terminate the contract, at City’s sole discretion.

6.2.3. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will be responsible for its own attorney fees.

6.2.4. Audit Rights and Records Retention

Upon award recommendation or thirty (30) days after the opening of the RFQ responses, whichever is earlier, any material submitted in response to the RFQ will become a “Public Record” and is subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected and must state the reasons why exclusions from public disclosure are necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The



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Successful Respondent must maintain and retain any and all of the aforementioned records after the expiration or termination of the contract, as provided by Chapter 119, Florida Statutes.

6.2.5. Basis of Award

Any contract awarded will be based on the Response offering the best combination of qualifications, experience, and value, as outlined in this solicitation and the evaluation criteria, and in the best interest of the City as determined at the City's sole discretion.

6.2.6. Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract are a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract. If the Successful Respondent does not recoup its capital expenditures during the Contract period, it will not have any claim upon the City.

6.2.7. City Property

Property owned by the City is the responsibility of the City. City Property which may be furnished for repair, modification, study, etc., will remain the property of the City. The Successful Respondent will be liable for all damages to City-owned property occurring while in the Successful Respondent's possession.

6.2.8. Clarifications and Addenda

Questions regarding this Solicitation will be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will cite the question but not identify the questioner and be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via Opengov. No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum will be the only official method by which such a clarification is made. Only questions answered by written addenda will be binding.

The Procurement Division may publish Addenda, which change, add to, or clarify the terms, provisions, or requirements of the solicitation or revise the opening date. It is the Respondents' responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation.

The City reserves the right to request clarification regarding information submitted by any Respondent after the deadline for receipt of Responses.

6.2.9. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties will mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm, or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, will be rejected. The City reserves the right to disqualify any Respondent during any phase of the Solicitation process and terminate for cause any



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resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent or Contractor.

6.2.10. Complete Project Required

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

6.2.11. Sunshine Law

As a municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law (Florida Statute Chapter 119). By submitting a Response, the Respondent acknowledges that the materials submitted with the Response and the results of the City evaluations are open to public inspection upon proper request. The Respondent should take special note of this as it relates to proprietary information that might be included in its Response.

6.2.12. Compliance With Applicable Laws

Successful Respondent(s) will comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract 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)
- Americans 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 14-902, 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



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- The State of Florida Statutes Section 218.73 and 21874 on Prompt Payment

The Respondent's lack of knowledge will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral, and Miami-Dade County Charter and Codes, as well as other laws/regulations, will be interpreted to include "as amended from time to time."

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observe that the Response or subsequent Contract is at variance with applicable laws, the Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) perform knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising therefrom.

6.2.13. Governmental Restrictions

If any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it will be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

6.2.14. Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if they are the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements will be borne solely by the Successful Respondent. Upon request, Contractor will provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent will be solely and completely responsible for the conditions of the job site, including the safety of all persons (including employees) and property during work performance. This requirement will apply continuously and not be limited to normal working hours. Safety provisions will conform to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement will be followed.

The City reserves the right to make safety inspections at any time the Successful Respondent is within the City limits to ensure safety rules are not being violated.

6.2.15. Cone Of Silence

This Solicitation will be subject to the "Cone of Silence" which means a prohibition on any communication regarding a Solicitation between potential Respondents or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and their staff, and any member of the City's selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence will be imposed upon this Solicitation after the advertisement thereof and will terminate upon the issuance of the City Manager's recommendation to award. However, if the City Council refers the City



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Manager's recommendation back to the City Manager or committee for further review, the Cone of Silence will be re-imposed until such time as a recommendation is issued by the City Manager after such additional review.

The Cone of Silence prohibits the following activities:

- Any communication regarding this RFQ between the potential Respondent, vendor, service provider, lobbyist or consultant and the City's professional staff.
- Any communication regarding this RFQ between the Mayor, Council members, and any member of the Mayor and Council's professional staff.
- Any communication regarding this RFQ between a potential Respondent, vendor, service provider, lobbyist or consultant and any member of the selection committee.
- Any communication regarding this RFQ between the Mayor, Council members, and any member of the selection committee.
- Any communication regarding this RFQ between any member of the city's professional staff and any member of the selection committee.
- Any communication regarding this RFQ between a potential Respondent, vendor, service provider, lobbyist or consultant and the Mayor or Council.

The Cone of Silence will not apply to:

- Oral communications at the pre-response conference.
- Oral presentations before evaluation committees.
- Public presentations made to the City Council during any duly noticed public meeting.
- Written communications regarding a particular Solicitation between a potential Respondent and the City's Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation.
- Communication with the City Attorney and their staff.
- Duly noticed site visits to determine the competence of Respondents regarding a particular solicitation during the period between the opening of Responses and the time the City Manager makes his or her written recommendation.
- Any emergency procurement of goods or services pursuant to City Code.
- Responses to the City's request for clarification or additional information.
- Contract negotiations during any duly noticed public meeting.
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential Respondent, vendor, service provider,



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lobbyist or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and their staff are in writing or made at a duly noticed public meeting.

Violation of the Cone of Silence by a Respondent will result in disqualification of the Respondent. Questions regarding should be directed to the City Attorney.

6.2.16. Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City will have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council 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 Respondent, 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 Respondent. “Material Interest” for purposes of this subsection will mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent 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 Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

6.2.17. Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract will make a good-faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney will resolve the dispute and send a written copy of its decision to the Successful Respondent, which will be binding on both parties. The City reserves the right not to award or to reject Responses from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

6.2.18. Equal Employment Opportunity

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

6.2.19. Examination Prior to Submission

Respondents must thoroughly examine each section of the RFQ. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division. Interpretations or clarifications in response to questions will be issued in the form of an addendum and posted to Opengov. No person is authorized to provide oral interpretations of, or make oral



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changes to the RFQ. The Issuance of a written Addendum is the only official method whereby such interpretations or clarifications is made.

6.2.20. Exceptions

Exceptions to the specifications shall be listed on the Proposal Form in the Response, and the section shall be referenced, and details of the exception shall be provided. Any exceptions to the material provisions of this Solicitation, as determined by the City in its sole discretion, may cause the proposal to be considered non-responsive.

6.2.21. Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation.

6.2.22. Governing Law and Venue

The validity and effect of the Contract will be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract will take place in Miami-Dade County, Florida.

6.2.23. Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Responses"), received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes. The City will follow established procedures for processing Tie Responses if none of the tied Respondents have a drug-free workplace program.

6.2.24. Incurred Expenses/Cost of Preparation

The City will not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including, without limitation, the cost incurred during any presentation or negotiations related to potential award.

6.2.25. Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.



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The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving, or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities under the Contract.

The Successful Respondent agrees and recognizes that the City shall not be held liable for claims liabilities damages, losses or costs arising directly from Acts of God or Force Majeure events, which shall include floods, hurricanes, tornadoes, earthquakes, lightning, fires epidemics, pandemics, quarantine restrictions, usually severe weather conditions, acts of public enemies, war, blockade, riots, civil disturbances, freight embargoes, or other similar events beyond the reasonable control of the City.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent 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. Successful Respondent 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 Successful Respondent shall pay all damages and costs awarded against the City.

6.2.26. Insurance Requirements

The Successful Respondent will maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the ATTACHMENTS. Prior to execution of the contract, and any time thereafter that the City may request, the Successful Respondent must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

The Certificate must contain a provision that coverage afforded under the policy will not be cancelled, or materially changed, until at least thirty (30) days' prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of



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the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

6.2.27. Licensing

Successful Respondent must provide a copy of its occupational/business license and State of Florida business registration prior to award. Florida state registration can be downloaded and printed via www.sunbiz.org.

Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of the Response submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, out-of-state corporations must obtain a Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

6.2.28. No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

6.2.29. Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses will include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent will be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

6.2.30. Protests

Protests of Solicitations and awards must be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the filing requirements will NOT be accepted. Failure of a party to file in a timely manner will constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

6.2.31. Public Entity Crimes

Under Section 287.133, Florida Statutes, a person or vendor (Respondent) is placed on the State of Florida's convicted vendor list following a conviction for a public entity crime:

- May not submit a Response to provide goods or services to any public entity.
- May not submit a Response for the construction or repair of any public building or public works project.
- May not submit a Response for the lease of real property to a public entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for any public entity.
- May not conduct business with any public entity in an amount exceeding the Category Two threshold in Section 287.017, Florida Statutes.



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These restrictions apply for 36 months from the date the person or vendor was placed on the convicted vendor list.

6.2.32. 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.

6.2.33. Quantities

The City does not guarantee or warrant as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for pricing purposes only and may be used for tabulation. The City reserves the right to reasonably increase or decrease quantities as required.

6.2.34. Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. The City is not required to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s). However, the contents of the submitted Response, along with any supporting documents, may be incorporated into the final contract between the Proposer and the City. Furthermore, the City reserves the right to award without further discussion.

6.2.35. Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor (Respondent) must submit the certification that is attached to this Contract. Submitting a false certification will be deemed a material breach of contract. The City will have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

6.2.36. Severability

If any provision of the Contract or the application thereof to any person or situation will to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it will have been held invalid or unenforceable will not be affected thereby, and will continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.2.37. Subcontractors

Neither party to the contract will assign the contract or subcontract any portion of the services, in whole or in part, without consent of the other, nor will the Successful Respondent assign any monies due or to become due, without prior written approval from the City Manager.

Prior to the commencement of any work pursuant to the Contract, the Contractor will furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. The City will notify the Contractor, in



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writing, of any proposed person or entity to which the City has an objection. Any subcontractors must have the City Manager's prior written approval and be properly licensed and insured in the same amounts as the Successful Respondent.

The contractor is responsible for all payments to any subcontractors and maintain responsibility for all work related to the awarded contract.

6.2.38. Submission of Responses & Evaluations

- **Interviews:** The City reserves the right to conduct personal interviews or require presentations prior to award. The City will not be liable for any costs whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.
- **Request for Modifications:** The City reserves the right to request modifications to the Response in order to better align with the City's requirements.
- **Acknowledgment by Respondent:** By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.
- **Bid Acknowledgement:** By submitting a Response, the Respondent certifies that its has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of the work to be performed.
- **Acceptance/Rejection/Modification:** The City reserves the right to negotiate modifications to Responses that it deems acceptable, reject any responses, and waive minor irregularities in the responses.
- **Responses Binding:** All Responses submitted in connection with this Solicitation will constitute binding offers to the City for three hundred sixty-five (365) calendar days after opening.
- **Alternate Responses:** Alternate Responses will not be considered or accepted by the City.
- **Proprietary Responses:** 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 Respondents are advised that the solicitation and the corresponding Responses are in the public domain and subject to disclosure. Further, the Respondents 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 and will 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.



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6.2.39. Taxes

The prices proposed pursuant to the Contract will include the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

6.2.40. Time is of the Essence

A Successful Respondent understands and agrees that time is of the essence in the completion of each deliverable within the timeframes set forth in the Work Order to be provided in connection with the Solicitation and subsequent Contract, unless extended by the City Manager or designee. The completion time as specified in the Successful Respondent's Response must be met and all work must be executed regularly, diligently, and uninterrupted at such a rate of progress as will endure full completion thereof within the time specified. The Successful Respondent also recognizes the delays, expense and difficulties involved in proving the actual loss suffered by City if the Work is not completed on time.

6.2.41. 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 to the Successful Respondent when the City Manager determines it is in the best interest of the City. If the Contract is terminated for the convenience of the City, will be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

6.2.42. Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent will be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent'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.

6.2.43. Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

6.2.44. Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct their Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response, as modified by such writing, will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

6.2.45. Cancellation

In the event any of the provisions of this RFQ are violated by the Successful Respondent, the City Manager will provide written notice to the Successful Respondent 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 solicitation 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. The Successful Respondent may



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cancel the contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Successful Respondent, reparations must be paid to the City in the amount of 50% of the contract amount.

6.2.46. Contract Changes

The City reserves the right to delete, add, or revise items and services under this solicitation at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items added or revised must be mutually agreed upon in writing by the Successful Respondent and the City Manager or designee.

6.2.47. Payment/Invoices

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

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

For the purpose of developing the values to be paid on a monthly basis, Contractor shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work.

The Contractor agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by City for each Progress Payment until Final Payment.

Each application for partial payment shall include partial lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor those partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and suppliers, stated in prior applications for payment. If payment has been withheld from a subcontractor and/or supplier, the sworn statement shall state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.

The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Service within the timeframes set forth in the Work Order, unless extended by the City Manager or his designee.



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The Final Application for Payment by Contract shall not be made until the Contractor delivers to the City complete original releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the City, and an affidavit that so far as the Contractor has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The Contractor may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

Final Payment. Upon final completion and acceptance of the Work in accordance with the General Conditions, City shall pay the remainder of the Contract Price and any retainage as recommended by the City's Representative.

6.2.48. F.O.B. Point

Services provided under the contract will be F.O.B. destination. All costs for transporting equipment, materials, and labor will be borne by the Successful Respondent.

6.2.49. Hiring Preference

The Successful Respondent will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvement Contracts.

6.2.50. Limitation of Use of Official Seal

Ordinance No. 2019-09, § 2, 5-8-2019 - It is 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.

7. VENDOR RESPONSE

7.1. Vendor Questionnaire

1. Proposal submission packet*

Proposers must upload their complete proposal response in this section of the solicitation. Please include a copy of any licenses or certifications relevant to the scope of work as part of your submission.

*Response required

2. Bidder Qualification Statement*

Please download the below documents, complete, and upload.

- [BIDDER QUALIFICATION STATEM...](#)

*Response required

3. Financial Condition*

The proposer shall provide their latest audited financial statements for the past three (3) fiscal years which show reflected net worth and all other financial information usually reflected on statement of the Proposer. An



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independent, licensed, certified public accountant or certified public accounting firm shall have audited the statements. Financial statements provided will be kept confidential if each page is clearly notated as such.

*Response required

4. References & Performance Evaluation Survey*

List (5) client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and list of any other related services provided. City of Doral employees cannot be used as references.

Please download the survey, send it to three (3) to five (5) clients to complete, have them email the completed form to performancesurvey@cityofdoral.com

- [Survey.pdf](#)

*Response required

5. Date of Entity Formation*

*Response required

6. Entity Type*

- Corporation
- Partnership
- LLC
- Other

*Response required

7. Office Location*

*Response required

8. FEI/EIN Number*

*Response required

9. Authorized Representative*

Name and Title

*Response required

10. The undersigned Respondent agrees*

If this Response is accepted by the City, 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 Contract for the Price and within the timeframe indicated in this Solicitation and in accordance with the terms and conditions of the Contract.

- Please confirm

*Response required



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11. Respondent accepts all of the terms and conditions of the Solicitation*

Including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 365 days after the day of Bid opening. Respondent agrees to sign and submit the Contract with any applicable documents required by this RFQ within ten days after the date of City’s Notice of Award (If applicable).

Please confirm

*Response required

12. Respondent further warrants and represents *

It has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

Please confirm

*Response required

13. Non-Collusion Affidavit*

I, the affiant, swear or affirm that:

- A. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- B. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- C. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal 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 firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- D. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

Please confirm

*Response required



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14. Respondent further warrants and represents *

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

Please confirm

*Response required

15. Respondent further warrants and represents *

It has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Respondent.

Please confirm

*Response required

16. Respondent further warrants and represents *

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm 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; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

Please confirm

*Response required

17. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.*

Please confirm

*Response required

18. Respondent understands and agrees that the Contract Price is a Unit Rate Contract to furnish and deliver all of the Work complete in place. As such, the Proposer shall furnish all labor, materials, equipment, tools, supervision, and services necessary to provide a complete Project.*

Please confirm

*Response required

19. Communication - If information is different than what is provided in Vendor Profile:

Communications concerning this Proposal shall be addressed to:



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Please provide:

- Name of Bidder/Proposer
- Telephone Number
- Email Address
- Attention

20. Disability, Nondiscrimination, and Equal Employment Opportunity*

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral 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

Please confirm

*Response required

21. Conformance with OSHA Standards*

Applicant certifies and agrees that Applicant has 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 in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

Please confirm

*Response required



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22. Statement*

I understand that a "person" as defined in 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 officers, directors, executives, partners, shareholders, employees, members, and agents active in the management of the entity.

Please confirm

*Response required

23. List of Proposed Subcontractors (If Applicable)

Please download the below documents, complete, and upload.

- [LIST OF PROPOSED SUBCONTRAC...](#)

24. Business Entity Affidavit*

Please download the below documents, complete, and upload.

- [Business Entity Affidavit.pdf](#)

*Response required

25. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST DISCLO...](#)

*Response required

26. Certificate of Authority*

Please download the below documents, complete, and upload.

- [CERTIFICATE OF AUTHORITY 20...](#)

*Response required

27. Confirmation of Understanding for Certificate of Authority*

Bidder understands that they must return a Certificate of Authority in order to be considered for the solicitation.

Please confirm

*Response required

28. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*

Please download the below documents, complete, and upload.

- [UNAUTHORIZED ALIENS.pdf](#)

*Response required



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29. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES*

Please download the below documents, complete, and upload.

- [COERCION FOR LABOR.pdf](#)

*Response required

30. SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES*

Please download the below documents, complete, and upload.

- [PUBLIC ENTITY CRIMES.pdf](#)

*Response required

31. Compliance With Foreign Entity Laws*

Applicant certifies as follows:

- A. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- B. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- C. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- D. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- E. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- F. Bidder is not engaged in business operations in Cuba or Syria.
- G. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

Please confirm

*Response required

32. No Contingency Affidavit*

Affiant certifies the following:

- A. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.



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B. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the MiamiDade County conflict of interest and code of ethics ordinances.

C. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

Please confirm

*Response required

33. Copeland Anti-Kickback Affidavit*

Affiant certifies that no portion of any sums will be paid to any employees of the City of Doral, its elected officials, or its consultants, as a commission, kickback, reward or gift, directly or indirectly by Bidder or any member of Bidder's firm or by any officer of the corporation in exchange for business with the City of Doral.

Please confirm

*Response required

34. Cone of Silence Certification*

Affiant certifies and that Affiant has read and understands the "Cone of Silence" requirements set forth in this Solicitation and further certify that neither I, nor any agent or representative of the Company has violated this provision.

Please confirm

*Response required

35. Veteran Certified Business Certificate

Interested Respondents must submit their Veteran Certified Business Certificate with their response.

36. IRS Form W-9*

*Response required