



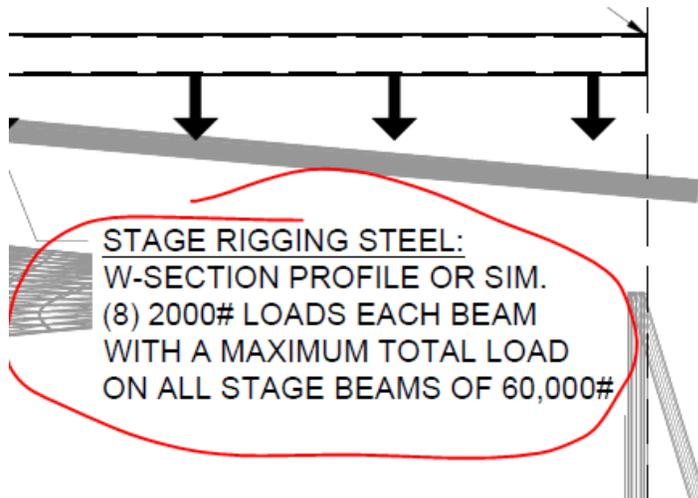
City of Doral
RFP No. 2024-03
Doral Central Park Amphitheater
Management Services
Addendum No. 3

1. May we please have a CAD file of the rigging grid sent to all that attended the mandatory pre-bid conference?

Answer: The requested documents will be made available upon receipt of an executed Sharing Agreement, a copy of which is attached hereto. Please send the executed Sharing Agreement to procurement@cityofdoral.com. Reference document "BNI-BA-P2.3-051200-004 Rev 1 P2.3 – Structural Steel Framing- Structural Steel for Amphitheater Shop Drawings (REV 1).pdf" for information on rigging grid.

2. May we please have the load capacities for the rigging grid?

Answer: See below image of load capacities for rigging structure.



In addition, please reference document "Sketch_Light-Speaker attachment to Truss-22NOV22.pdf" and "BA-RFI 721.pdf provided of amphitheater structure for load capacities". Reference document "J222012 Doral Amphitheater- 1000 series drawings- Approved for Fabrication_Flatten-BA" for connection points. The referenced documents will be made available upon receipt of an executed Sharing Agreement, a copy of which is attached hereto. Please send the executed Sharing Agreement to procurement@cityofdoral.com.

3. May we please have the service capacity of the permanent restrooms (500 people, 1,000, people, 2,000 people, etc. to calculate the amount of additional porter potties required for events).

Answer: Restroom A (Directly adjacent to Amphitheater) provides for 266 occupants
Restroom D (Adjacent to Restroom A) provides for 333 occupants

These capacities are based on architects' calculation utilizing the stadium assembly classification (A-5) under Florida Building Code 403.1.

4. May we please know what material was used for the cover? Is this material antimicrobial or does it run the risk of developing mold and mildew?

Answer: See pdfs labeled “BA-Submittal -P2.3-Fabric Technical Information” and “BNI-BA-Submittal #P2.3-133123-001 Revision 0 P2.3”. Product data does not provide information on mold or mildew. However, the manufacturer confirms that with the recommended cleaning provided in the O&M manual, development of mold should not be an issue.

5. May we please know how many points need to have the tension assessed and maintained annually?

Answer: Manufacturer confirmed that structure was made so no annual re-tensioning is needed.

6. May we know at what wind speed the tension loads for the cover need to be checked after occurring.

Answer: The requested documents will be made available upon receipt of an executed Sharing Agreement, a copy of which is attached hereto. Please send the executed Sharing Agreement to procurement@cityofdoral.com. Please reference shop drawing provided for this information. The wind speed used was 175mph.

7. What is the maximum windspeed wind that the cover can maintain, is it category 5 hurricane winds or less?

Answer: The requested documents will be made available upon receipt of an executed Sharing Agreement, a copy of which is attached hereto. Please send the executed Sharing Agreement to procurement@cityofdoral.com. Please reference shop drawing provided for this information. The wind speed used was 175mph.

8. May we please know the square footage of green space within the amphitheater.

Answer: Lawn seating area is 27,254 sq. ft.

9. Are the four 400-amp electrical boxes three phase power?

Answer: Four (4) 400A, 3-phase 208Y/120 company switches available for production use. One of the four has an isolated ground and is intended specifically for audio.

10. Will the City be providing additional spider boxes to distribute power?

Answer: See drawing E2-12 for power and data floor boxes.

11. What is the total capacity of the facility (by our calculations its about 4,500 people)?

Answer: Please refer to Section 3.3 of the solicitation, which identifies maximum legal capacities.

12. May we please know the capacity of vehicles that fit in the overflow parking lot?

Answer: Please refer to Section 3.3 of the solicitation, which identifies total square footage. The area has not yet been programmed to determine vehicle capacity.

13. Is there a backup parking area or is that a deal the management company will have to broker?

Answer: Please refer to Section 3.3 of the solicitation, which identifies additional parking within the site. The Management company will be responsible for assisting in the identification of acceptable alternative sites for overflow parking, which will be subject to City approval.

In addition to the answers noted above, please be advised of the following revisions to the solicitation:

Section 2.6, titled "Evaluation Process", subsections 2 and 3 shall be deleted in their entirety and replaced with the following language:

2. An evaluation committee ("Committee"), appointed by the City Manager, shall review and evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals.
3. The Committee will hold brief presentations and/or interview sessions with all responsive Proposers. It is highly recommended that the proposed lead project manager be a part of these presentations. The presentations and evaluation are currently estimated to occur the week commencing April 1, 2024, subject to changes that may be required due to the Committee's availability or other factors. After such presentations and/or interview sessions, the Committee will separately meet to publicly evaluate and provide a final score of the Proposals. Procurement staff will calculate the final scores for each firm and will forward the Committee's ranking and recommendation to the City Manager.

Section 2.11, titled "Contract Generally", shall be revised as follows (underlined terms are added and stricken terms are deleted):

2.11 Contract Generally

The City will negotiate a Contract with the selected firm pursuant to City Council approval. Where staff are not able to successfully negotiate an Agreement with the top ranked Proposer, the City may enter into negotiations with the next ranked Proposer until an Agreement is negotiated. Notwithstanding any language contained herein or in the Proposal of the Awarded Proposer to the contrary, the City reserves the right to negotiate any terms in any manner the City determines to be in its best interest, including without limitation, the term, pricing, and other requirements and obligations. Without limitation of the foregoing, in the event the City elects to utilize tax-exempt bond financing for any portion of the Amphitheater, additional provisions or other revisions may be required pursuant to recommendations by the City's bond counsel. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements made in connection with the Amphitheater shall be subject to the terms of the Contract resulting from this RFP.

CITY OF DORAL SHARING AGREEMENT

The undersigned entity ("Company") warrants the following to the **CITY OF DORAL, FLORIDA** ("City"), which will govern the use and disclosure of the Confidential Information (as defined below) disclosed by the City to the Company and is effective upon full execution (the "Effective Date").

- 1. Confidential Information.** "Confidential Information" refers to the documentation that is provided by the City to Company in connection with RFP No. 2024-03 Doral Central Park Amphitheater Management Services. This does not include information that is publicly known or available or that has been independently developed by the Company without the use of or reliance upon the Confidential Information.
- 2. Department Data and Information.** No warranty is made by the City regarding specific accuracy or completeness and the City is not responsible for possible errors, omissions, misuse, or misinterpretation. The files being produced and shared by the Department are for reference purposes only and should not be used, and is not intended for, legal, survey or engineering purposes.
- 3. Non-disclosure Obligation.** Unless otherwise agreed to in writing by the City, the Company agrees: (a) not to disclose Confidential Information; (b) to use the same degree of care and diligence to protect Confidential Information from disclosure to others as the Company employs or should reasonably employ to so protect its own information of like confidence (but in no event less than reasonable care); (c) not to use, reproduce or copy the Confidential Information, in whole or in part, except as necessary for purposes stated herein; and (d) to promptly notify the City upon discovery of any loss or unauthorized disclosure of the Confidential Information by the Company. Company further acknowledges and agrees that the Confidential Information involves sensitive public safety information that is exempt from Chapter 119, Florida Statutes, and as such, the Company's obligations relating to the use and protection of the Confidential Information shall survive the disposition requirements of Paragraph 6, herein.
- 4. Prohibited Use of Confidential Information.** Company shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: a) reverse engineer, decompile, disassemble, or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Confidential Information; b) modify or make derivative works of the Confidential Information; or c) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease, or loan all or any portion of the Confidential Information.
- 5. No Additional Rights.** Unless otherwise agreed in writing, the Company will not have any rights or obligations with respect to the Confidential Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement, and unless otherwise agreed in writing: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the City; and (b) neither party will be obligated to disclose information to the other party or to enter into any further agreements relating to a Potential Project. Unless otherwise agreed in writing, a party may terminate discussions regarding a Potential Project at any time. The Company's obligations under this Agreement respecting the Confidential Information will survive termination of such discussions in accordance with Section 6 of this Agreement.
- 6. Disposition of Confidential Information.** Upon conclusion of the Industry Days, the Company will, and shall cause its Representatives to destroy all Confidential Information. The Company shall be required to provide written confirmation to the City that the Confidential Information has been destroyed and the Company does not retain any copies of same.
- 7. Injunctive Relief.** It is agreed that a violation of this Agreement by Company may cause irreparable harm to the City and the City will be entitled to seek injunctive relief and/or specific performance, without the posting of a bond or other security, in addition to any other remedies available to it at law or, where applicable, in equity.
- 8. Indemnification.** Company shall, at its sole expense, indemnify, hold harmless, and defend the City and its officers, employees, and agents from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in

connection with: i) any breach of this Agreement by Company; ii) any breach of applicable law; iii) willful misconduct or negligent act or omission by Company; iv) Company's use of or reliance on Confidential Information; or v) the actual or alleged infringement or misappropriation of any third party's intellectual property rights.

9. Other Provisions. Unless otherwise agreed in writing: (a) this Agreement will be governed by the laws of the State of Florida without regard to any contrary choice of laws principles; (b) this Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by a written instrument signed by both parties; (c) a party may waive any rights under this Agreement only by written waiver duly signed by such party, and no failure to exercise or delay in exercising a right under this Agreement will constitute a waiver of such right; (d) the rights and obligations of each party under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the consent of the other party and any such attempt will be void, and this Agreement will inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) no provision of this Agreement will affect, limit or restrict either party's right to engage in any business in any place and at any time, whatsoever, provided the Company does not use, reproduce, copy or disclose the Confidential Information in violation of this Agreement; (f) THE CITY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE CONFIDENTIAL INFORMATION IT DISCLOSES HEREUNDER, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE OR NON-INFRINGEMENT THEREOF; (g) the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of this Agreement; (h) all notices under this Agreement must be in writing and will be deemed delivered to and received by a party, and will otherwise become effective, on the date of actual delivery (by personal delivery, express delivery service or certified mail) to the Notice Address of such party set forth below; (i) this Agreement may be executed in counterparts; and (j) signatures exchanged by e-mail, facsimile, PDF electronic signature or other means of electronic communications are effective for all purposes hereunder to the same extent as original signatures.

For purposes of Notice:

City of Doral:
8401 NW 53 Terrace
Doral, FL 33166
Attn: City Manager

Company: _____
Address: _____
Attn: _____

COMPANY

Company Name & FEIN

Authorized Signature

Name & Title (Typed or Printed)

Date



City of Doral
RFP No. 2024-03
Doral Central Park Amphitheater
Management Services
Addendum No. 2

The schedule for this solicitation is hereby revised as follows (changes are in bold; stricken terms have been removed and underlined terms have been added):

Cut-off Date for Written Questions:

~~Friday, February 23, 2024~~
Friday March 1, 2024, at 10:00 AM

Deadline for Submittals
and Date of Opening:

~~Thursday March 7, 2024, at 10:00 AM~~
Friday March 15, 2024, at 10:00 AM
Due Electronically via DemandStar or Vendor Registry

All other details and RFP provisions remain the same.



City of Doral
RFP No. 2024-03
Doral Central Park
Amphitheater Management Services

Addendum No. 1

Please be advised that the Mandatory Pre-Bid Meeting and Site Visit has been rescheduled to the following date and time:

Thursday, February 22, 2024

Commencing at 10:00 AM

Doral Central Park
3005 NW 92 Ave

All other details and RFP provisions remain the same. For Proposers' convenience, attached please find a copy of the City's Site Access Waiver and Release, which must be executed by all those in attendance at the Mandatory Pre-Bid Meeting and Site Visit.

RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

Pre-Bid Conference and Site-Visit for RFP 2024-03 Doral Central Park Amphitheater Management

Visitor Name (print): _____	Construction Program: Doral Central Park
Company Name: _____	Construction Site: Doral Central Park 3005 NW 92 Ave
Visitor Title: _____	Program Owner: City of Doral
Full Mailing Address: _____	Construction Contractor/Manager: Kaufman Lynn Construction, Inc

The Undersigned wishes to participate in a pre-bid site visit related to RFP 2024-03 "Doral Central Park Amphitheater Management," and in furtherance thereof, be permitted access to the Construction Site for the above-named Construction Program. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Construction Site. The Undersigned further agrees and represents that construction sites are a dangerous environment, including the above-referenced Construction Site, despite the precautions for safety taken by Kaufman Lynn Construction, Inc., its subcontractors, or others performing work at the Construction Site. In consideration of being granted the right to access the Construction Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for himself and for his personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that construction and other activities at the Construction Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, the City of Doral, Kaufman Lynn Construction, Inc., any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Construction Site.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS DEATH or damage to his/her property occurring during or as a result of the Undersigned's presence at the Construction Site.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless the City of Doral, Kaufman Lynn Construction, Inc., and all of their officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnitees"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from the Undersigned's presence at the Construction Site. The Undersigned's duty to defend, indemnify and hold the City of Doral harmless from all liabilities specifically does not encompass indemnifying the City of Doral for its negligence, intentional or wrongful acts, omissions or breach of contract. Nothing contained herein shall be deemed or otherwise interpreted as waiving the City of Doral's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Construction Site and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Construction Site.
7. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: _____

Date: _____

CITY OF DORAL



Request for Proposals

Doral Central Park Amphitheater Management Services

RFP No. 2024-03



City of Doral
Request for Proposals
Doral Central Park Amphitheater Management Services
RFP No. 2024-03

NOTICE: The City of Doral (“City”) hereby gives notice of its intent to seek proposals from interested and qualified parties in response to this Request for Proposals (“RFP”) to provide the services described herein. Proposals must be received no later than **Friday March 8, 2024, at 10:00 AM.**

PROJECT OVERVIEW

The City of Doral is soliciting Proposals from qualified and experienced firms for the provision of amphitheater management services at Doral Central Park. The City intends to use the Proposals submitted in response to this RFP to rank order the Proposers according to their qualifications, capacity to perform, and other requirements set forth in the solicitation and to then initiate contract negotiations with the top ranked Proposer. This RFP is not intended to be a comprehensive list of all work and materials necessary to supply the goods and/or services required. Each firm is responsible for determining all factors necessary for submission of a comprehensive response. The firm who is chosen shall provide services that involve expertise in amphitheater venue management. The City will review submittals only from those firms that submit a Proposal that complies with all the minimum requirements set forth in this RFP.

SCHEDULE

Issuance/Advertisement Date: **Wednesday, February 7, 2024**

Thursday, February 15, 2024 at 11:00 AM

Mandatory Pre-Bid Meeting
& Site Visit:

Doral Central Park
3005 NW 92 Ave

Maximum of three (3) representatives per firm.
Site Access Waiver and Release must be executed

Cut-off Date for Written Questions: **Friday, February 23, 2024**

Deadline for Submittals **Friday March 8, 2024, at 10:00 AM**
and Date of Opening: **Due Electronically via DemandStar or Vendor Registry**

Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal 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 Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

This RFP is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "**RFP 2024-03 Doral Central Park Amphitheater Management 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 written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under "[Active Solicitations](#)", on [Vendor Registry](#), and on [Demand Star](#). To receive notifications of addenda or notices issued in connection with this RFP, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

Notwithstanding any language contained in the solicitation to the contrary, the City reserves the right to accept any submittals 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 Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this RFP. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM MINIMUM / MANDATORY SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

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EXHIBITS

EXHIBIT A – REQUIRED SUBMISSION FORMS

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

“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.

“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.

“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.

“Procurement Division” means the office responsible for handling procurement-related matters within the City.

“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.

“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 shall not include any verbal interactions with the City apart from submittal 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.

“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.

“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” or “Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

“Work” means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the Manager’s recommendation back to the Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- 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;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids 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 are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. 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.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will 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 email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the 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.

1.6 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. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself 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) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

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

1.8 Incurred Expenses

The City shall 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.

1.9 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 shall 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 shall be considered non-responsive if its

Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

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.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

Responses Binding: All Responses submitted in connection with this Solicitation shall constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the

requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 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 Proposals"), received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes. If still tied after application of the above preference, the earliest submitted will receive the higher rank.

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the

Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) 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, and 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) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that 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 shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alternation diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

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

1.17 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 he/she is 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 shall be borne by the Successful Respondent. Upon request, Contractor shall 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 shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm 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 shall be followed.

1.18 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 must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 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 as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall 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 shall mean employees, officers or the principals thereof which 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, shall be rejected. The City reserves the right to disqualify Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or

any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, Respondents that the City has determined is in monetary arrears, in debt, or in default to the City at the time bids are due.

1.22 Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall 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 shall 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 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.

1.23 Assignment or Transfer

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

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall 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.

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon one hundred and twenty (120) days prior written notice to Contractors when the City Manager determines it is in the best interest of the City. If the Contract provides for supplies, products, equipment, or software, and is terminated for the convenience, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City prior to termination. To the extent this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 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.

1.29 Quantities

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

1.30 Audit Rights and Records Retention

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 Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 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, is 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.

1.32 Governing Law and Venue

The validity and effect of the Contract shall 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 shall take place in Miami-Dade County, Florida.

1.33 Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party shall be responsible for their own attorney fees through and including appellate litigation and any post-judgment proceedings.

1.34 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 shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney shall resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

1.35 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.

1.36 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.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

If any provision of the Contract or the application thereof to any person or situation shall 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 shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.38 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.

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.

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.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this

Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand

name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to written amendment executed by both the City and the Successful Respondent, or their authorized successors or assigns.

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is

permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.49 Taxes

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

1.50 Employees

The Successful Respondent shall be responsible for the appearance of any and all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel must be able to supply proper identification at all times.

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.51 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall 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 shall notify the Successful Respondent, in writing, of any proposed person or entity to which City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City' benefit.

Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.52 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City of Doral is soliciting Proposals from qualified and experienced firms for the provision of venue management services for the Doral Central Park Amphitheater (the “Amphitheater”) in accordance with the scope of work and technical specifications set forth in Article 3 of this RFP. The awarded proposer will be responsible for the management and promotion of the Amphitheater as the City of Doral’s premier outdoor entertainment venue.

2.2 Mandatory Pre-Proposal Submission Conference and Site Visit

A Pre-Proposal Conference and site visit will be held at the date, time, and location specified below. During this conference and site visit all work will be discussed. Attendance is Mandatory. The City shall not accept a proposal submitted by a firm that did not have at least one representative in attendance at the Mandatory Pre-Proposal Conference and site visit. Firms may not have more than three (3) representatives at the site visit.

Thursday, February 15, 2024
Commencing at 11:00 AM
Doral Central Park
3005 NW 92 Ave

Please be advised that the site is currently undergoing active construction, and all visitors must exercise caution and adhere to safety guidelines. Prior to participating in the site visit, all firms must sign a waiver acknowledging the current condition of the site as an active construction area and holding the City harmless from any liability. The form of the agreement will be in a form acceptable to the City Attorney. Failure to comply with these requirements may result in disqualification of the proposer’s submission.

The Cone of Silence will be temporarily lifted during the conference and site visit to discuss the project. Any changes to this solicitation discussed during the conference or site visit shall not be binding unless and until incorporated pursuant to an addendum to this RFP. Upon completion of the conference and site visit, the Cone of Silence shall be reinstated and any substantive questions regarding the RFP shall be submitted in writing to Procurement on or before the questions deadline set forth herein.

Proposers are required to be familiar with all information available in connection with this project, including but not limited to design documents and information obtained pursuant to the pre-proposal conference and site visit. Proposers are also required to carefully examine the specifications and the site and be thoroughly informed regarding all conditions that may affect the work to be performed under contract. By submission of a Proposal, the Proposer certifies that it is acquainted sufficiently with the site and the work to be performed.

2.3 Inquiries

This RFP is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at procurement@cityofdoral.com. All inquiries must reference “**RFP 2024-03 Doral Central Park Amphitheater Management Services**” in the subject line. No phone calls will be accepted. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via

written addendum. The deadline for written questions is **Friday, February 23, 2024**.

2.4 Due Date

Proposals are due no later than **Friday March 8, 2024, at 10:00 AM**. Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal 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 Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

2.5 Proposal Submittal Instructions

Proposals must be typed or printed in black or blue ink only with 11 point or larger font size on standard Letter size pages. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Proposals are to be submitted in the following format:

1. Cover Page: Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Doral Central Park Amphitheater Management Services RFP 2024-03."
2. Table of Contents: Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested in any subsections or forms. All pages must be consecutively numbered and correspond to the Table of Contents.
3. Letter of Transmittal: Provide a narrative summary of the Proposal in a brief and concise manner including an overview of the Proposer's firm and why the Proposer is the most qualified. The letter should not exceed one page in length.
4. Proposer Qualification Statement: The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the Proposer's qualifications and capacity to perform the services required herein and must include the following:
 - a. Specify Proposer's past experience in venue management within the past five (5) years, including any experience opening new event venue facilities. Past experience should include a complete and detailed history of the organization's development, opening, and management experience. The information provided should include identification of events managed, a description of services provided, and successful operational strategies implemented. The information should largely reference outdoor venue events/shows/concerts which have taken place in locations similar to the Amphitheater at Doral Central Park. Proposer should provide samples of such work, if available
 - b. Identify lead project manager and specify experience within the past five (5) years, including any experience opening new event venue facilities.
 - c. Provide key performance indicators and monthly/annual financial reports used in communicating with property/project owners.
 - d. Attach Organizational chart of the proposer identifying key personnel that will be leading

- the management at the Amphitheater and identifying, at minimum, the following:
- i. Name of the Key Personnel
 - ii. Title/ Position
 - iii. Years of Experience
 - iv. Years employed within the Proposer
- e. Attach resumes for all key personnel identified in the organizational chart.
- f. Provide profit and loss statements for two (2) or more facilities managed by Proposer in the past three (3) years.
5. Proposed Financials and Compensation Plan: Proposer shall specify its financial plan for the amphitheater and its proposed payment structure, which shall include at a minimum the following:
- a. Proposed Compensation Plan
 - i. Fixed Management Fee – Provide specific details of a fixed management fee, if any, and any incentive fees proposed, and examples of how they would be calculated using a hypothetical case. Identify any minimum or cap on the total fees that the Awarded Proposer is willing to accept.
 - ii. Alternative Compensation Plan – Please identify any alternative compensation plan related to the management of the Doral Central Park Amphitheater that the City of Doral should consider as a part of your submission.
 - b. Proforma identifying revenue sources and estimated amounts as well as reasonably anticipated operating costs for at least five (5) years.
6. Proposed Operational Plan: Proposer shall include an operational plan that identifies short and long-term strategies for maximizing the Amphitheater’s success and value to the City. The proposed operational plan shall include at a minimum the following:
- a. Management plan – explanation of the overall philosophy on how the organization would evaluate and recommend events and the appropriate business model and operational plan for the facility.
 - b. Marketing Plan – explanation of the overall philosophy the organization would use to market the Amphitheater at Doral Central Park. This explanation should include:
 - i. An overview of marketing and promotional concepts that will further the goals of the City as a premier venue and maximize the economic impact to the region.
 - ii. Describe the approach to booking, scheduling, promoting, advertising and marketing events.
 - iii. Describe the approach in marketing and booking local programs and artists.
 - iv. Identify any competing facilities worked on by your organization.
 - v. Identify any synergies, alliances, key relationships, and other marketing opportunities that the Proposer will establish between other facilities managed by the Proposer and how these can benefit the facility.
 - c. Staffing Plan – Describe all methods utilized to select, train, and supervise personnel

who will work at this location, as well as a description of how customer complaints will be handled. Also, provide a description of the methods to identify employees and the workplace rules governing appearance and job duties.

7. Safety Record: Proposers should describe its approach and implementation of safety practices, training, and records, including by providing a copy of Proposer's written safety program which should include details regarding how often safety meetings and inspections are held, whether there is a safety orientation program, etc.
8. RFP Required Forms: Proposer shall complete and submit the forms included in Exhibit A.

Note regarding Confidential and Proprietary Information: Any information submitted in connection with this solicitation shall be subject to disclosure under Chapter 119, F.S., unless specifically excluded from disclosure pursuant to applicable law. To avail itself of such exemptions, Proposers must identify, with specificity, which materials are exempt and which exemption(s) apply, including the specific citation and the reasons why such protection is applicable. Failure to abide by this procedure may result in disclosure of the Proposer's information.

2.6 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this RFP.
2. Phase I: Review by an Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee will rank the firms deemed the most highly qualified to perform the required services and may shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee will hold brief presentations and interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed lead project manager be a part of these Phase II presentations. If requested by the Committee, oral presentations and/or interview sessions will be scheduled within two (2) days of the conclusion of Phase I evaluations or at another time reasonably set by the Committee. **Shortlisted Proposers must be prepared and available for presentations at such time.** After such presentations and/or interview sessions, the Committee will reevaluate and rescore the Proposals. Based on the number of RFP submissions received, the Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will calculate the final score for each shortlisted firm and finalize the composite scores and ranking of the Committee. Procurement staff, on behalf of the Committee, will forward the Committee's recommendation to the City Manager.
4. After reviewing the Committee's recommendation, the City Manager may do any of the following, or a combination thereof: (i) approve and adopt the Committee's recommendation, (ii) reject the Committee's recommendation in whole or in part, (iii) require the Committee to re-evaluate, or

(iv) reject all proposals.

- The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City's decision will be final.

2.7 Evaluation Criteria

Proposals shall be evaluated the Committee according to the following criteria and respective weight:

Evaluation Criteria	Maximum Points
Qualifications, Experience, and Past Performance of Proposer	20 points
Qualifications, Experience, and Past Performance of Key Personnel	20 points
Financials and Proposed Compensation Plan	20 points
Proposed Operational Plan for Amphitheater	20 points
Quality and Completeness of Proposal and Presentation of Information	20 points
TOTAL	100 points

Extra Points: Following the completion of the allocation of points by the committee, points will be added for the following criteria:

Proposer has provided proof of certification showing it is a certified veteran business enterprise or certified service-disabled veteran business enterprise, as defined in City of Doral Code Section 2-324	5 points
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2.8 References and Verification

The City may conduct an investigation of references including a record check of consumer affairs complaints. City is the sole judge in determining Proposer's qualifications. Additionally, the City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform, which determination shall be made by the City in its sole discretion. Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to investigate.

2.9 Basis of Award

The City intends to award an agreement to a highly qualified proposer who possesses the best combination of experience, personnel, operational and financial plans, industry expertise, and approach, as outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined by the City at its sole discretion.

2.10 Licensing

Successful Proposer must provide a copy of their occupational/business license and State of Florida business registration prior to award. 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 proposal submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

2.11 Contract Generally

The City will negotiate a Contract with the selected firm pursuant to City Council approval. Where staff are not able to successfully negotiate an Agreement with the top ranked Proposer, the City may enter into negotiations with the next ranked Proposer until an Agreement is negotiated. Notwithstanding any language contained herein or in the Proposal of the Awarded Proposer to the contrary, the City reserves the right to negotiate any terms in any manner the City determines to be in its best interest, including without limitation, the term, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements made in connection with the Amphitheater shall be subject to the terms of the Contract resulting from this RFP.

2.12 Term

The City anticipates that the Awarded Proposer will enter into a contract with the City for a term of five (5) years with two (2) options to renew for (2) years each for a total term not to exceed nine (9) years, subject to the provisions contained in this RFP. In no event shall any agreements entered into by Awarded Proposer in connection with its management of the Amphitheater exceed the expiration or earlier termination of the Contract.

2.13 Pricing

If a Proposer is awarded a contract under this RFP solicitation, the prices negotiated between the City and the Proposer shall not be adjusted without the City's approval in its sole and absolute discretion. However, the Proposer may offer incentives and discounts on its pricing to the City at any time during the contractual term. The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.14 Insurance Requirements

The awarded Proposer will provide and 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 attached and incorporated Exhibit B. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. 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.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Intent

The City seeks to identify a qualified and experienced firm to manage and promote the Amphitheater as the City of Doral's premier outdoor entertainment venue. The City is looking for innovative proposals that maximize the full potential of the Amphitheater to attract a diverse offering of local, regional, and national events, concerts, performances, and festivals (hereinafter "events").

The intent of this RFP is to engage a venue manager that possesses the knowledge and expertise to manage and maximize the use of the Amphitheater while coordinating with other activities and operations throughout the park, and generate revenue for the City in a positive, ethical and community-oriented way. The City reserves the right to have input on the overall strategy. The successful manager will have open and frequent communication with the City through the City Manager or designee ("City Coordinator"). This coordinator will act as the main point of contact for the Awarded Proposer for coordination with the City and all necessary approvals.

3.2 Qualifications & Experience

The City wishes to engage a firm that has broad-based experience with concerts and with event management overall to create other entertaining, lively, and fun experiences at the Amphitheater, particularly with facilities in similar size and nature as the Doral Central Park Amphitheater. The successful firm will have the proven ability to manage a broad range of events, understand long-term planning and have an innate ability to identify and secure sponsorship funding while creating and marketing programs to attract users and patrons alike.

Accordingly, the Awarded Proposer must have extensive experience in event venue management and operations as well as enough financial support, equipment and organization to ensure that it can satisfactorily execute the services required under the terms and conditions of this RFP if awarded a Contract, as determined by the City in its sole discretion. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation. Experience with governmental or other public agencies is preferred. Additionally, a record of experience in Florida is preferred. Accordingly, please ensure to specify all public agency experience and/or experience in Florida within your proposal.

All Proposers must meet the following minimum qualifications to be considered for award:

- The Proposer entity shall have a record of performance and operation for a consecutive five-year (5) period (at minimum) immediately preceding this RFP in the event venue operation and management industry.
- Identification of at least one (1) lead manager of the key personnel that individually possesses a minimum of seven (7) years of experience in providing event venue operational and management services within the last ten (10) years. The experience must be demonstrated by direct or substantial involvement of the individual(s) in a supervisory capacity at the Management level or above. The determination of the individual's qualifications and compliance with experience and qualifications shall be at the sole discretion of the City.

Failure to meet the above-stated mandatory minimum qualifications will result in the Proposer's submittal being disqualified as non-responsive. The City may consider a Proposal responsive

where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable.

Proposers must show proof of meeting these minimum qualifications by the completion of the forms included in Exhibit A. The City will not accept substitutions for this form. For any specific projects or contracts referenced to substantiate Proposer or Proposer team's experience, identify at least three (3) references and provide the contact information for such reference as required in Exhibit A. It is the responsibility of the Proposer to ascertain that the reference/contact person will be responsive.

3.3 Background

Doral Central Park is located at 3005 NW 92nd Avenue. The entire park is approximately 78 acres of land, inclusive of a 21-acre lake. Doral Central Park will be the largest park in the city, and one of the largest in the region. The park is anticipated to include an 80,000 SF Community Center, Aquatics Center, meandering paved paths connecting tennis and basketball courts, picnic pavilions, playgrounds, beach volleyball courts, multi-purpose fields, skatepark and pump track, and an open-air Amphitheater for community and large-scale events.

The Amphitheater is anticipated to have all the following features:

- Open-air covered stage with a clear opening
 - Designed to adapt to the needs of various production companies.
 - Canopy equipped with hosting connections for lights and sound.
 - Designated sound check area at back of fixed seating with causeway for cables.
 - Secure electrical connection and dedicated circuits
- Seating
 - Flexible Covered Seating Area (No fixed seating)
 - VIP Seating Areas
 - Covered Seating area: maximum legal capacity is 796
 - Sloped Lawn Seating: maximum legal capacity is 3,893
 - The City reserves the right to impose a more restrictive capacity than the legal limit noted above.
- Parking summary:
 - Total paved parking spaces in entire park: 984 spaces
 - Overflow parking area available in the Northwest corner of the park. The size of the area is estimated to be approximately 149,814 SF.
 - The City does not currently have any offsite parcels available for parking. Awarded Proposer may be required to coordinate additional parking offsite depending on size of event being proposed and ongoing park operations.
- Green Room in adjacent building
- ADA accessible walkways and ramps.
- Restrooms – Awarded Proposer may be required to provide additional restroom units depending on size of event being proposed.

A copy of the detailed design and building plans for the Amphitheater may be made available upon

request to procurement@cityofdoral.com. Please note that information regarding the internal layout and structural elements of the amphitheater is exempt under Section 119.071(3)(b)1., Florida Statutes. To receive this information, proposers will be required to execute a non-disclosure agreement in a form acceptable to the City Attorney. Each Proposer is responsible for having examined the design documents and satisfied themselves as to the design under which they will be obligated to operate. Submission of a Proposal shall serve as acknowledgement that the scope, budget, and other terms proposed are based on this design.

3.4 Scope of Work Generally

The Awarded Proposer will work with the City Coordinator to ensure proper operation of the Amphitheater and will be responsible for event booking, vendor services, ticket sales, marketing and promotions, event sponsorships, financial management, and coordination with other City services, amenities, and activities in the park.

The Awarded Proposer will be responsible for managing the Amphitheater on behalf of the City with the objective to implement a strong and detailed venue management plan approved by the City, including providing the services necessary to produce, conduct, and execute quality events for the City of Doral community and its residents. The venue management plan will address the following areas:

- Acquiring talent and managing contracts
- Show production, including sound and lighting
- Marketing, advertisements, and event sponsorships
- Staffing and logistics management
- Food & beverage services management
- Traffic control and parking operations management

The Awarded Proposer will be responsible for the administration of the Amphitheater's operations. Such administration will include but not be limited to financial management, marketing, sponsorships, contracting for venue event operations, and coordination with city services. The Awarded Proposer will follow all Park and City rules, policies, ordinances, etc.

3.5 Staffing

Awarded Proposer will staff all operation and production necessary to operate the Amphitheater in the manner required by this RFP, which may include through Awarded Proposer's employees or pursuant to a subcontracted agreement. Overall venue management cannot be subcontracted. Staffing services included, but are not limited to:

- Sound
- Sound levels: control, monitoring
- Lighting
- Ticketing/box office operations
- VIP Area and Services
- Pre-post show VIP event
- Talent support spaces for dressing rooms, showers, etc.
- Security and crowd management
- Site Control: barricades, gates, points of entry, fencing
- General Event Staff
- Food and Beverage Vendors

- Merchandise Vendors
- Seating-set up/take-down and cleanup
- Venue setup
- Ushers
- Transportation/wayfinding
- Traffic/parking plan and control
- Signs
- Portable Sanitation
- Trash/ recycle on site and in neighborhood travel routes

The Awarded Proposer shall have a designated individual to manage the contract and be point of contact with the City (“Liaison”). The Liaison shall be in charge and on site during all events and shall be required to communicate as frequently as needed with the City and meet with City staff as needed.

The Awarded Proposer shall conduct background checks on all its employees working on this project and shall ensure staff provide excellent customer service by presenting a pleasant greeting and smile to customers, demonstrate knowledge, and provide prompt service. Employees shall be courteous and helpful to customers at all times and behave in a businesslike and professional manner. The Awarded Proposer shall ensure that all its employees abide by all applicable federal state, City, and local laws, rules, and regulations. There shall not be any past or pending criminal charges against the Proposer, principal owners, partners, corporate officers, or management employees.

The City reserves the right to require the Awarded Proposer to remove any staff member or subcontractors from working in the park if, at the City's sole discretion, the City determines that such staff member is disrupting or whose continued presence would hinder a harmonious and efficient environment within the park.

Subcontractors must have sufficient experience, must maintain a positive reputation in the community, and shall be subject to the various requirements provided herein. The City reserves the right to reject the utilization of subcontractors that are not in the City's best interest. Any and all subcontracts shall incorporate and be subject to the terms of this RFP and the resultant Contract, including without limitation the applicable indemnifications and insurance requirements contained herein.

3.6 Events & Production

The number of events to be held annually will be mutually agreed upon by the City through the City Coordinator and the Awarded Proposer. The City reserves the right to limit the total number of events occurring at the amphitheater. All events held at the amphitheater must be approved by the City or the City Coordinator in advance.

The Awarded Proposer shall coordinate a master calendar of amphitheater events, bookings and venue operations planned for the Amphitheater, which may be revised, as needed, subject to approval by the City (“Master Calendar of Events”). The Master Calendar of Events will categorize the proposed events by the types of use (or in such form as may otherwise be requested by the City Coordinator).

The Awarded Proposer, in conjunction with the promoter/user, will coordinate all aspects of the venue set up and desired contracted services. A plan for each event, which shall include without limitation a traffic plan, security plan, sound level plan, identification of sponsors and vendors, and City services

plan (“Event Plan”), shall be prepared and submitted to the City Coordinator for approval. Approval of the Event Plan shall be solely in the City’s capacity as owner of the Amphitheater and shall not constitute any regulatory approval or serve as a substitute for any applicable permit requirements or other regulatory approvals.

The City shall not be responsible for contracting with, and making payment to, artists performing at each event or with providing backline for such artists’ performance or for any costs associated with artists’ rider or rider requirements, except for City-hosted events. The City reserves the right of final approval on all talent and event content.

Awarded Proposer shall not unreasonably restrict promoters from producing events at the Amphitheater and must advise the City of all events that are rejected. Additionally, Awarded Proposer and the City shall agree upon a policy setting forth procedures for the utilization of the amphitheater by approved non-profits, community organizations, and public agencies, including without limitation reduced pricing model and similar amenities, subject to City review and approval.

The City will have the right to block out certain dates for annually recurring City events. The City will provide advance notice to book an agreed upon number of events per year. The City will have priority for the scheduling of events held within the amphitheater.

3.7 Marketing and Sponsorships

The Awarded Proposer will be responsible for developing and implementing a plan to engage public and private fundraising; solicit event and venue sponsorships; advertising at the venue; pursuing grant opportunities and other funding sources (“Marketing and Sponsorship Plan”) subject to City approval and containing such information the City may reasonably require. The Awarded Proposer will be responsible for implementing the Marketing and Sponsorship Plan. The Awarded Proposer shall be responsible for all advertising and promotion of each event and will be responsible for including all City marketing elements required by contract. The Awarded Proposer must ensure usage and message is active, diverse, not otherwise inconsistent with the City’s goals and vision, and with the goal of fully realizing the Amphitheater’s economic potential. The Awarded Proposer will actively market the venue to concert and event promoters while developing community programming as well.

The Awarded Proposer is permitted to display temporary signage for events on City property. Permanent signage is prohibited unless prior written approval is granted by the City. The City reserves the right to require Awarded Proposer to remove temporary or permanent signage at its sole discretion.

Event sponsorships must be approved by the City in advance of each Event. Sponsorships must also align with future City-wide sponsorship agreements, if any.

The sponsorship contemplated above shall not include naming sponsorship for the facility. The City and Awarded Proposer may negotiate a separate contractual arrangement in the event the Awarded Proposer wishes to assist the City in identifying a naming sponsor. However, the City shall not be required to enter into such negotiations or otherwise provide any compensation or other consideration for assistance in identifying a naming sponsor unless and until an agreement is negotiated in writing and executed by the City Manager. Notwithstanding any language to the contrary, the City retains all rights to name the Amphitheater and park. In no event shall this solicitation or Contract be interpreted to authorize or grant the Awarded Proposer any rights to provide naming rights or other sponsorship

authority over the Amphitheater itself or any other City land or facility.

3.8 Food, Beverage, and Parking Operations

The Awarded Proposer will be tasked with managing and operating all aspects of food, beverage, and parking operations for events. The Awarded Proposer will be responsible for public parking and notification process to accommodate all traffic control and parking needs. Please refer to Section 3.3 for parking summary. The Awarded Proposer will also be tasked to contract with all food and beverage vendors, including alcohol, and comply with all applicable state and federal laws as well as City of Doral policies and contracts existing and that may be entered into in the future.

3.9 Security

The Awarded Proposer shall be responsible for ensuring the Amphitheater is secured during events and at the end of each day, including that all doors are locked and lights turned off upon completion of services each day. The Awarded Proposer shall be responsible for developing and implementing a comprehensive security and emergency Plan for the amphitheater, which includes but is not limited to crowd management, emergency response procedures, evacuation plans, communication protocols, medical services coordination, and collaboration with the City's police department and other local authorities ("Security and Emergency Plan"). The Security and Emergency Plan must be submitted to and approved by the City prior to the commencement of services.

3.10 Maintenance, Repair, and Replacement

The Awarded Proposer shall be a steward of the City's facility and equipment and utilize the same in a manner that ensures its proper maintenance and longevity. The Awarded Proposer will be responsible for maintaining, keeping, and preserving the venue in good order and condition and coordinating all repairs necessary to keep the venue assets in high quality operational condition. Awarded Proposer shall also keep an up to date inventory of all City-owned or Proposer-owned personal property and equipment on the premises as well as each item's corresponding value.

The Awarded Proposer shall notify the City of any repair or replacement needed. The City will repair and replace City owned fixtures, furnishings, and equipment. The City will be responsible for payment of all utilities to include: electric, gas, water, trash and sewer.

The Awarded Proposer shall keep the facilities free of litter, trash, and debris at all times. Litter, trash, debris and refuse must be stored in suitable containers until collected by the City. The Awarded Proposer shall be responsible for the following during an event:

- Janitorial – ensuring restrooms are clean and stocked
- Trash – collecting all trash on the property and in the areas surrounding the property and placing it in City provided receptacles.

Awarded Proposer will prepare an annual operational maintenance plan for City approval, which shall set forth detailed operational maintenance requirements for the venue, including regular inspections, repairs, and upkeep of facilities and equipment, updated inventory lists, and any other information the City may reasonably require ("Operational Maintenance Plan"). The Operational Maintenance Plan must also include budget estimates for operational maintenance activities, including market-rate cost estimates for materials, labor, and contracted services.

3.11 Financial Management and Planning

The Awarded Proposer will provide all services necessary with the aim of incorporating events that are profitable and that will meet or exceed the cost of operations of the Amphitheater. The Awarded Proposer will be required to provide periodic or frequent financial reporting. Key performance indicators will be established to indicate that operations are financially stable and business plan goals are met. The Awarded Proposer may recommend improvements or changes in venue use fees, ticket fees or surcharges, revenue sharing, performance guarantees, or any other potential revenue sources that will accrue to the financial benefit of the amphitheater or partnership. The Awarded Proposer will collect all fees up-front and finalize settlement with promoters/users, vendors, and contractors following each event. The Awarded Proposer will be required to provide the City a financial accounting of each event and provide any other documentation or terms pursuant to the agreement.

The Awarded Proposer will also provide the City with all the information required to properly budget for revenue and expenses in association with the Amphitheater operations. Accordingly, the Awarded Proposer shall submit a financial management plan for City's approval on an annual basis ("Financial Management Plan"). The Financial Management Plan will include an annual operational financial forecast, cash management, business controls and accounting procedures. The Financial Management Plan must also include any required capital improvements that have been reasonably identified by Awarded Proposer.

3.12 Reporting

Annually. On an annual basis, Awarded Proposer shall provide the City with the following Annual Plans and Reports for review and approval:

- Master Calendar of Events
- Security and Emergency Plan
- Marketing and Sponsorship Plan
- Sound and Lighting Plan
- Operational Maintenance Plan
- Financial Management Plan

Monthly. On a monthly basis, Awarded Proposer shall submit an operations cost analysis and related financial reports for the prior month showing revenues, expenditures, and net profit or loss. The monthly reports will be provided to the City within ten (10) days after the conclusion of the month or such other timeframe set by the City.

Prior to Event. Awarded Proposer must submit an Event Plan before such Event for approval. Each Event Plan will be provided to the City a minimum of sixty (60) prior to the subject event or such other timeframe set by the City.

Post-Event. A summary report shall be submitted after each event indicating the name of the event, attendance numbers, incidents/issues, and financial numbers (ticket sales, cost of the performer, food sales, etc.).

3.13 Coordination for City/County Services

The Awarded Proposer will act as liaison for promoters to plan and coordinate with the City for event services including, but not limited to:

- Police
- Fire
- EMS / First Aid
- Permits, Licenses
- Site map - event set up/clean up
- Site Control - barricades/gates
- Noise Exemption/Control/Monitoring
- Traffic Control

3.14 Applicable Laws, Public Records, Auditing, and Inspections

Awarded Proposer understands and agrees that upon execution of the Contract, it will manage the Amphitheater on behalf of the City and will be responsible for compliance with all existing and future applicable laws and regulations, including, without limitation, compliance with any polystyrene prohibitions and public records laws.

Additionally, Awarded Proposer acknowledges that information prepared pursuant to or in connection with its role as the managing entity for the Amphitheater shall be and remain the property of the City. Accordingly, the City will have the right to audit and inspect all documents and information pertaining to the operations at the Amphitheater. Upon expiration or earlier termination of the Contract, Awarded Proposer shall provide City with all documentation requested. Awarded Proposer shall be responsible to maintain such documentation for a minimum of three (3) years after expiration or earlier termination of the Contract or for the minimum amount of time required by law, whichever is longer.

The City has the right to conduct inspections of the Amphitheater and/or records compiled in connection therewith at any time to confirm compliance with the terms of the Contract.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

The required forms are attached to this Solicitation as Exhibit A, and are inclusive of the following:

1. Solicitation Response Form
2. Bidder/Proposer Qualification Statement
3. Conflict of Interest Disclosure Form
4. Bidder/Proposer Affidavits
 - Ownership Disclosure
 - Public Entity Crimes
 - Compliance with Foreign Entity Laws
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - E-Verify Program Affidavit
 - No Contingency Affidavit
 - Copeland “Anti-Kickback” Act Affidavit
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Bidder Affirmation
5. Certificate of Authority

SOLICITATION RESPONSE FORM

**City of Doral RFP No. 2024-03
Doral Central Park Amphitheater Management Services**

Date Submitted	
Company Name*	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
Taxpayer Identification No.	
Authorized Representative (Name and Title)	

1. The undersigned Bidder/Proposer agrees, if this Proposal 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 proposal and in accordance with the terms and conditions of the Contract.
2. Bidder/Proposer accepts all the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 180 days after the day of the Proposal opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this RFP within ten days after the date of City’s Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
 Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

Check here If no Addenda were issued.

4. Bidder/Proposer further warrants and represents that it has familiarized themselves 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.
5. Bidder/Proposer further warrants and represents that 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 Bidder/Proposer for such purposes.

6. Bidder/Proposer further warrants and represents that 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 Bidder/Proposer. Any exceptions taken by Proposer have been listed in the Proposal with reference to the disputed section. Bidder/Proposer acknowledges that the City reserves the right, but is not required, to deem a Proposer non-responsive if exceptions are taken.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.\
8. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: _____
Telephone: _____
Email Address: _____
Attention: _____

9. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

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 management of the entity.

SUBMITTED THIS _____ DAY OF _____, 2024.

Company Name: _____
Company Address: _____
Authorized Representative Signature: _____

BIDDER/PROPOSER QUALIFICATION STATEMENT

The Proposer’s response to this questionnaire will be utilized as part of the City’s evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

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

Proposer			
Years in Business in event venue operation and management			
Lead Project Manager			
Lead Project Manager Experience (within past 10 years):			
Project No. 1			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 2			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 3			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

CONFLICT OF INTEREST DISCLOSURE

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below. If a Proposer has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the Proposer shall disclose the information required below.

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

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

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

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

BIDDER/PROPOSER AFFIDAVITS

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business (“Bidder”) and authorized to make the following statements and certifications on Bidder’s behalf:

1. Ownership Disclosure

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder, 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder 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 Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. Public Entity Crimes

- a. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
- b. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
- c. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. 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

4. 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

5. 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.

6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ Affiants or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

7. 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.

- 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 Miami- Dade 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.

8. 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.

9. Non-Collusion Affidavit

I, the undersigned 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.

10. Drug Free Workplace Program

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Select here if Not Applicable

11. 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.

BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant’s knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of physical presence or online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

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

Secretary Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of physical presence or online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____

My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was affirmed, subscribed, and sworn to before me this _____ day of _____, 20__ by means of physical presence or online notarization, by _____ who is personally known to me or who produced the following identification: _____.

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per job or project)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations Agg	\$2,000,000

B. Endorsements Required

- City of Doral listed as an additional insured.
 - Contingent & Contractual Liability
 - Premises and Operations Liability
 - Primary Insurance & Non-Contributory Clause Endorsement
 - Inclusion of Explosion, Collapse & Underground Hazard
 - Inclusion of Assault & Battery
- Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

- City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
- \$500,000 for bodily injury caused by an accident, each accident.
- \$500,000 for bodily injury caused by disease, each employee.
- \$500,000 for bodily injury caused by disease, policy limit.
- Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

A. Higher Limits of Liability \$1,000,000

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

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

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

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

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

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