

RESOLUTION No. 23-149

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2023-06 "CITY OF DORAL HOLIDAY LIGHTING AND DECOR" TO THE TOP RANKED FIRM, RILEIGHS OUTDOOR, LLC, DBA CHRISTMAS DESIGNERS FLORIDA, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAID VENDOR FOR THE PROVISION OF HOLIDAY LIGHTING AND DECOR FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS IN AN AMOUNT NOT TO EXCEED \$284,240.00 PER YEAR, WHICH INCLUDES A 10% CONTINGENCY FOR ADDITIONAL SERVICES ON AN AS NEEDED BASIS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 13, 2023, the City of Doral (the "City") issued Request for Proposals #2023-06 for the provision holiday lighting and décor services (the "RFP") via electronic notices posted on the City's website, VendorRegistry, and Demandstar, which was sent to more than 144 vendors; and

WHEREAS, three (3) firms submitted proposals in response to the RFP on July 7, 2023, with all proposals meeting the required criteria; and

WHEREAS, on July 17, 2023, the Evaluation Committee convened to evaluate and rank the proposals, and provided the following final ranking and score, which was based on an average of the scores provided by each of the four (4) committee members:

- | | |
|--|-------|
| 1. Rileighs Outdoor, LLC (dba Christmas Designers Florida) | 96.00 |
| 2. South Florida Lighting Team, LLC (dba Miami Christmas Lights) | 92.75 |
| 3. Plant Professionals, Inc. | 57.50 |

WHEREAS, the Evaluation Committee determined it was appropriate to invite the top two (2) ranked firms to make oral presentations and provide further clarification on their proposals which presentations were held on July 26, 2023; and

WHEREAS, following the aforementioned presentations, the final scores for the top

two (2) ranked firms were as follows:

1. Rileighs Outdoor, LLC (dba Christmas Designers Florida) 96.67
2. South Florida Lighting Team, LLC (dba Miami Christmas Lights) 92.75

WHEREAS, Staff respectfully requests approval from the City Council to award RFP# 2023-06 "City of Doral Holiday Lighting & Décor" to the top ranked firm, Rileighs Outdoor, LLC, to provide holiday lighting and décor, and authorize the City Manager to execute an agreement with said vendor for a term of three (3) years with two (2) additional one (1) year renewal options, in an amount not to exceed \$284,240.00 per year, which amount includes a 10% contingency of \$25,840.00 for additional services, that may be requested on an as needed basis; and

WHEREAS, funds for the aforementioned services are allocated in the Public Works Account Nos. 001.80005.500340 and 001.50005.500520, and Parks and Recreation Account No. 001.90005.500340.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Award & Authorization. The award of Request for Proposals # 2023-06 "City of Doral Holiday Lighting & Décor" to the top ranked firm Rileighs Outdoor, LLC (dba Christmas Designers Florida) for the provision of holiday lighting and décor is hereby approved. The City Manager is hereby authorized to enter into an agreement with Rileighs Outdoor, LLC, substantially in the form attached hereto as Exhibit "A", for an initial term of three (3) years with two (2) additional one (1) year renewal terms, in an amount not to exceed \$284,240.00 per year, which amount includes a 10% contingency of \$25,840.00

for additional services, that may be requested by the City Manager on an as needed basis.

This award, in and of itself, does not vest any rights on any of the named parties.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of September, 2023.



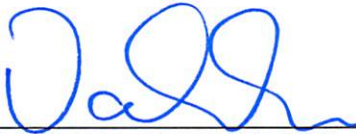
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

**AGREEMENT NO. 2023-06 HOLIDAY LIGHTING & DECOR BETWEEN
THE CITY OF DORAL AND RILEIGHS OUTDOOR, LLC**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered this ___ day of _____, 2023, by and Rileighs Outdoor, LLC dba Christmas Designers Florida, a foreign limited liability corporation authorized to conduct business in the State of Florida, having its principal office in 1053 N. Plymouth Street, Allentown, Pennsylvania, 18109 (hereinafter referred to as “CONTRACTOR”), and the City of Doral, a political subdivision of the State of Florida, having its principal office at 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter referred to as “CITY”).

RECITALS

WHEREAS, the City is in need of a contractor to provide holiday lighting and decorations, as more particularly described in Request for Proposals 2023-06 “Holiday Lighting & Decor”, which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit “A”, and the assertions included in the CONTRACTOR’s Proposal attached hereto and incorporated herein as Exhibit “B”; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

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

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT

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

- A. This Agreement and attached Addendums;
- B. Request for Proposal 2023-06 “Holiday Lighting & Decor, Exhibit “A”; and
- C. CONTRACTOR’s Response to RFP 2023-06, Exhibit “B”

In the event of a conflict between any of the terms and conditions contained in this Agreement and the Attachments, this Agreement shall prevail.

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

ADDITIONAL TERMS AND CONDITIONS

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of this Agreement for an initial three (3) year term. The City Manager or designee shall have the exclusive option to renew this Agreement for up to two (2) additional one (1) year terms, for a maximum total of five (5) years.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (3) day written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts and other documents related to the work performed under this Agreement, whether furnished or not shall be turned over to the CITY within ten (10) days.

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

SECTION 2. COMPENSATION.

2.1 During the term of this Agreement, in whatever capacity rendered, the CITY shall pay CONTRACTOR for Services performed under this Agreement in an amount not to exceed the rates set forth in Attachment "B". Payment to CONTRACTOR for all charges and tasks under this Agreement shall be in accordance with Contract Documents and the schedule of charges reflected in Attachments "A" and "B", under the following conditions:

a. Disbursements. There are no reimbursable expenses associated with this Agreement, except for expenses approved by the City Manager.

b. CONTRACTOR shall make no other charges to the CITY for supplies, labor, taxes, licenses, permits, overhead or other expenses or costs unless any such expense or cost is incurred by CONTRACTOR with prior written approval by the CITY. If the CITY disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the CONTRACTOR. CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any other form of indebtedness. The CONTRACTOR further warrants and represents that it has no indebtedness that would impair its ability to fulfill the terms of this Agreement.

2.2 The CITY as a municipal corporation is subject to the Local Government Payment Act, as defined in Chapter 218, Part IV, Florida Statutes (2023).

SECTION 3. SCOPE OF SERVICES/DELIVERABLES.

3.1 CONTRACTOR agrees to provide Services to the CITY, as more particularly set forth in the Contract Documents, and are incorporated herein by reference.

3.2 The Services shall be performed by CONTRACTOR to the full satisfaction of the CITY.

3.3 CONTRACTOR agrees to furnish all labor and materials in a good, workmanlike and professional manner to perform Services.

3.4 CONTRACTOR agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the CITY's needs and pursuant to the terms of this Agreement and shall report to the CITY accordingly.

3.5 CONTRACTOR agrees to immediately inform the CITY, via telephone and in writing, of any problems that could cause damage to the CITY's property, improvements and persons.

3.6 CONTRACTOR will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3.7 In the event that the CONTRACTOR fails to complete the Services pursuant to the terms of this Agreement and CITY must undertake the completion of performance of Services, CONTRACTOR agrees to indemnify the CITY for all costs incurred with respect to the completion of those Services and any damages the CITY may suffer as a result of the CONTRACTOR's failure to perform the Services.

SECTION 4 NOTICE.

4.1 Whenever any party desires to give notice unto any other party, it must be in writing and sent by certified mail, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

To the CITY: Barbara Hernandez
City Manager
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: City Attoreny
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

With an Additional Copy to: Erin Sullivan, CPRP

Parks & Recreation Director
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

To CONTRACTOR: _____

SECTION 5. MODIFICATIONS.

5.1 The covenants, terms and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the Parties hereto in writing and executed in the same formality as this Agreement. In the event of a conflict between the covenants, terms and/or provisions of this Agreement and any written amendment(s) hereto, the provisions of the latest properly executed instrument shall take precedence.

SECTION 6. INDEPENDENT CONTRACTOR.

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

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

SECTION 7. INDEMNIFICATION.

7.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend, with counsel approved by the City and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, causes of actions, demands, liabilities, losses and expenses including, but not limited to, attorneys' fees, including attorney fees at the trial and all levels of the appeal, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, willful misconduct or other wrongful conduct of CONTRACTOR, its officer, employees, agents, servants, or other personnel or entity acting under CONTRACTOR's control in connection with

CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including any default by the CONTRACTOR, wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7.2 It is understood and agreed by CONTRACTOR that its liability to the CITY, and/or to CITY'S officers, employees, agents, servants, and contracts, under Section 6.1, shall not in any way be limited to or affected by the amount of insurance coverages required or carried by CONTRACTOR under this Agreement.

The provisions of Section 6.1 shall survive expiration or termination of this Agreement.

SECTION 8. GOVERNING LAW.

8.1 This Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County or in the event of federal jurisdiction, the Southern District of Florida.

SECTION 9. RECORDS.

9.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this Section of this Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 10. CONFLICT OF INTERST AND CODE OF ETHICS.

10.1 The CONTRACTOR represents that it has provided a list of all current clients subject to the jurisdiction of the CITY. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the CITY. Upon request of the CONTRACTOR, and full disclosure of the nature and extent of the proposed representation, the CITY Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

10.2 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with this Agreement conditions hereunder.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 11. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

11.1 Pursuant to Section 119.0701 of the Florida Statutes, CONTRACTOR agrees to:

- A. Keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this agreement. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- B. Upon request from the CITY's custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY. Notwithstanding, it is understood that at all times CONTRACTOR's workpapers shall remain the sole property of CONTRACTOR and are not subject to the terms of this Agreement.

- C. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to the CITY Manager, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that CONTRACTOR will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- D. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- E. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166

SECTION 12. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

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

12.2 The CONTRACTOR shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, CONTRACTOR, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by CONTRACTOR during the contract term. Further, CONTRACTOR must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of CONTRACTOR to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. CONTRACTOR must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Addendum “1”.

SECTION 13. EQUAL EMPLOYMENT.

13.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

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

- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 14. ASSIGNMENT AND CONSULTING.

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

SECTION 15. SOVEREIGN IMMUNITY.

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

SECTION 16. ORDER OF PRECEDENCE.

16.1 In the event there is a conflict between this Agreement, the Request for Proposal, CONTRACTOR's Response to the Request for Proposal, or the Scope of Work, the order of precedence shall be this Agreement (which includes the Scope of Work), the Request for Proposal and then the CONTRACTOR's Response.

SECTION 17. CONFIDENTIAL INFORMATION.

17.1 The CONTRACTOR agrees that any information received by the CONTRACTOR from the City or otherwise and in providing services in accordance with this Agreement, which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 18. INSURANCE.

18.1 The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Addendum "2". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

18.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require as needed, and depending on the nature of scope, or level of exposure.

SECTION 19. NON-EXCLUSIVITY.

19.1 This Agreement is non-exclusive. The CITY retains the right to engage the services of additional third-party CONTRACTORS or assign responsibilities to an employee of the CITY to perform the same or similar services provided by CONTRACTOR under this Agreement and to assign work to such parties in its sole discretion.

SECTION 20. ANTI-DISCRIMINATION.

20.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 21. SCRUTINIZED COMPANIES.

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

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

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

SECTION 22. NO CONTINGENCY FEES.

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

SECTION 23. COMPLIANCE WITH LAWS.

23.1 The CONTRACTOR shall comply with the applicable requirements of State laws and all Codes and Ordinances of the CITY as amended from time to time, together with keeping and maintaining in full force and effect during the term of this Agreement all licenses and certificates of authorization required pursuant to applicable law.

23.2 Any documents provided by CONTRACTOR to the CITY are public records and the CITY may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes.

SECTION 24. MISCELLANEOUS.

24.1 In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

24.2 This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

24.3 This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

24.4 Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

24.5 No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate on the day and year first written above.

**RILEIGHS OUTDOOR, LLC DBA
CHRISTMANS DESIGNERS FLORIDA**

WITNESSES:

Signature

Signature

Print Name and Title

Print Name

Date

Signature

Print Name

CITY OF DORAL

BY: _____
Barbara Hernandez
City Manager

Date

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
Valerie Vincente, City Attorney
Nabors, Giblin & Nickerson P.A.

Attachment "I"

E-VERIFY AFFIDAVIT

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this ____ day of _____, 2023.

By: _____

- Is personally known to me or
- Has produced identification (type of identification produced): _____

Signature of Notary Public

Print or Stamp of Notary Public Expiration Date

ADDENDUM "II"

INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability:
- | | |
|---|-------------|
| Bodily Injury & Property Damage Liability | |
| Each Occurrence | \$3,000,000 |
| Policy Aggregate (Per Job/Location) | \$3,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Products & Completed Operations | \$3,000,000 |
- B. Endorsements Required
- City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

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 / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida

- B. Employers Liability Limits:
- | |
|--|
| \$1,000,000 for bodily injury caused by an accident, each accident |
| \$1,000,000 for bodily injury caused by disease, each employee |
| \$1,000,000 for bodily injury caused by disease, policy limit |

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella or Excess Liability insurance 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.

Waiver of Subrogation: All coverage shall have a Waiver of Subrogation/Indemnity in favor of the City.

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

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.