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CITY OF DORAL

Professional Services Agreement
Between
City of Doral
And
The Christmas Palace

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THIS **AGREEMENT** (this "Agreement") is made by and between the **CITY OF DORAL**, a Florida municipal corporation, (the "CITY"), and **The Christmas Palace**, a Florida limited liability company (the "Contractor").

WHEREAS, the Contractor will perform City of Doral Holiday Lighting & Decor for the CITY, as further described in Exhibit "A" attached hereto (the "Services"); and

WHEREAS, the CITY desires to engage the Contractor to perform the Services and deliverables as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Contractor and the CITY agree as follows:

1. Scope of Services

Contractor shall provide the Services set forth herein and in Exhibit "A" in a professional manner and in accordance with all federal, state, and local laws.

2. Term/Commencement Date

This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of 3 years ("Initial Term"), unless earlier terminated in accordance with "Termination". After the Initial Term, this Agreement may be renewed for Three additional (1) year periods ("Renewal Terms") upon mutual agreement of the Parties.

Contractor agrees that time is of the essence and Contractor shall complete the Services within the term of this Agreement, unless extended by the City Manager in writing.

3. Compensation and Payment

The CITY agrees to pay the Contractor for the Services rendered in accordance with the terms set forth in Exhibit "A" and Contractor's pricing proposal submitted in response to said Solicitation provided in Exhibit "B", both of which are attached hereto and incorporated herein.

Contractor shall deliver an invoice, along with any other information required under this Agreement, to CITY detailing the Services completed. The CITY shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager. Invoices submitted without the required back-up material or information may result in delayed payment.

4. Subcontractors

The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.

Contractor may only utilize the services of a subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's reasonable discretion.

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5. Contractor's Responsibilities; Representations and Warranties

The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances.

The Contractor hereby warrants and represents that, at all times during the term of this Agreement, it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.

The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6. Termination

The City Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Contractor, or may terminate immediately with cause if Contractor fails to cure any breach after written notice with fourteen (14) day opportunity to cure.

Upon receipt of the CITY's written notice of termination for convenience, Contractor shall stop providing Services effective immediately, unless otherwise directed by the City Manager.

The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, if any, in a hard copy and electronic format within fourteen (14) days from the date of written notice of the termination or expiration of this Agreement.

7. Insurance

Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified in the attached and incorporated Exhibit A or as the City may otherwise require in order to capture the:

Certificate of Insurance. Certificates of Insurance shall be provided to the CITY, reflecting the CITY as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to CITY prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the CITY. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that

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such insurance is as required by this Agreement. The CITY reserves the right to inspect and return a certified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. 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. Acceptance of the Certificate(s) is subject to approval of the CITY.

Additional Insured. Except with respect to Worker's Compensation Insurance, the CITY is to be specifically included as an Additional Insured for the liability of the CITY resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the CITY. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

Waiver of Subrogation. The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the CITY.

Exhibit C, the Contractor's Certificate of Insurance prepared in accordance with the terms set forth in Exhibit A, is attached hereto and incorporated herein by reference.

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

8. Nondiscrimination

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

9. Attorney's Fees and Waiver of Jury Trial

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

10. Indemnification

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Contractor shall indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the CITY for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim up through and including any appeals, or investigation and for any judgment or damages arising from Contractor's performance or non-performance of this Agreement. It is specifically understood and agreed that this indemnification clause exempts Contractor from the above obligations to the extent caused by CITY's own negligent or intentionally wrongful acts or omissions, breaches of this agreement, or obligations arising from statue or operation of law, including, but not limited to, the duty to maintain the public right of way free from dangerous conditions.

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the CITY nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The CITY is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

11. Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

12. Governing Law and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

13. Entire Agreement/Modification/Amendment

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

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

14. Ownership and Access to Records and Audits

Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which specifically and exclusively relate to Services to the CITY which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the CITY.

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Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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.

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.

Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the CITY, within fourteen (14) 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, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER 305-693-6730, EMAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS THE CITY OF DORAL HALL, 8401 NW 53RD TERRACE, DORAL, FL 33166.

Contractor shall notify CITY and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same. Pursuant to Section 815.045, F.S., the CITY shall not disclose and shall maintain the confidentiality of any records which constitute a trade secret or proprietary information as defined by Florida Statutes.

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15. Non-Assignability

This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager.

16. Severability

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

17. Independent Contractor

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

18. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

19. Waiver

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

20. Survival of Provisions

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

21. Prohibition of Contingency Fees

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 making of this Agreement.

22. Public Entity Crimes Affidavit

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting

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a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Contractor shall execute and provide the City with a certification, in a form acceptable to the City, certifying compliance with this provision. Additionally, the Contractor agrees to observe the above-referenced requirements for applicable subcontracts entered into for the performance of work under this Agreement.

23. Force Majeure

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this Section is beyond the reasonable control and without the fault or negligence of the party seeking relief under this Section.

24. Counterparts

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

25. Audits

Contractor agrees to provide access to City or any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to the performance of this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Contactor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

26. E-Verify Affidavit

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

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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.

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 certify E-Verify Affidavit, which is attached hereto as Exhibit "B".

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF DORAL

SIGNATURE

Zeida Sardinas

FULL NAME

City Manager

TITLE

8/21/2026

DATE SIGNED

Attest

SIGNATURE

Connie Diaz

FULL NAME

City Clerk

TITLE

8/21/2026

DATE SIGNED

Approved as to form and legal sufficiency

SIGNATURE

Lorenzo Cobiella

FULL NAME

City Attorney

TITLE

8/21/2026

DATE SIGNED

NOTARY

CONTRACTOR

SIGNATURE

JAMES KNIPS

FULL NAME

PRESIDENT

TITLE

8/20/26

DATE SIGNED

Rebeca Delatorre

REBECA DELATORRE

REBECA DELATORRE
MY COMMISSION # HH 652548
EXPIRES: July 16, 2029

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EXHIBIT
A

City of Doral
Solicitation
2026-19

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CITY OF DORAL

REQUEST FOR PROPOSALS (RFP) No. 2026-19

City of Doral Holiday Lighting & Decor

NOTICE IS HEREBY GIVEN that the City of Doral is soliciting Request for Proposals from qualified contractors to submit their solicitation response for **City of Doral Holiday Lighting & Decor**

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through OpenGov Interested parties must register with OpenGov to receive automatic notifications of addenda or notices related to this Solicitation.

Electronic responses will only be received online via OpenGov.

Issuance/Advertisement Date	June 12, 2026
Pre-Proposal Meeting (Non-Mandatory)	June 23, 2026, 10:00am Microsoft Teams meeting Join: https://teams.microsoft.com/meet/243632143390955?p=I72pge3UpYXwQoOQJL Meeting ID: 243 632 143 390 955 Passcode: RN2JE6v6
Cut-off Date for Written Questions	June 26, 2026, 4:00pm
Deadline for RFP Submittals & Date of Opening	July 8, 2026, 12:00pm Microsoft Teams meeting Join: https://teams.microsoft.com/meet/213187447996455?p=VjqbSE4WOq5YsiIti3 Meeting ID: 213 187 447 996 455 Passcode: 2bg9jd9C
Anticipated Public Evaluation Committee Meeting Phase I	Meeting location, date, and time will be announced at a later date.

Attendance at the scheduled pre-bid meeting is **HIGHLY encouraged**. Attendees will be able to receive important information which will be discussed as it relates to this RFP procurement process.

This RFP procurement process is subject to the “Cone of Silence” as more particularly described in the solicitation. Accordingly, all questions regarding this RFP must be made in writing using the OpenGov platform.

Connie Diaz, MMC City Clerk, City of Doral

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CITY OF DORAL

Request for Proposals

City of Doral Holiday Lighting & Decor

Submission Due Date: Wednesday, July 8, 2026, at 12:00 pm

RFP No. 2026-19

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

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G - Exhibit G -Entrance Monuments Specs and Photos

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1. GENERAL INFORMATION

1.1. General Instructions and Submittal Requirements

1.1.1. Notice to Respondents

NOTICE: The City of Doral (“City”) hereby gives notice of its intent to seek Responses from interested and qualified parties in response to this 2026-19 City of Doral Holiday Lighting & Decor to provide the services described herein. Responses must be received before the deadline date and time specified below.

1.1.2. Project Overview

The City of Doral (the "City") is seeking Responses from qualified organizations or individuals to provide City of Doral Holiday Lighting & Decor under the coordination of Procurement.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City. After the deadline for Submittals, any remaining dates and times are estimates and may be adjusted by the City at its discretion without issuing a written addendum.

Issuance/Advertisement Date:	June 12, 2026
Pre-Proposal Meeting (Non-Mandatory):	June 23, 2026, 10:00am Microsoft Teams meeting Join: https://teams.microsoft.com/meet/243632143390955?p=I72pge3UpYXwQoOQJL Meeting ID: 243 632 143 390 955 Passcode: RN2JE6v6
Cut-off Date for Written Questions:	June 26, 2026, 4:00pm

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Deadline for RFP Submittals & Date of Opening:	July 8, 2026, 12:00pm Microsoft Teams meeting Join: https://teams.microsoft.com/meet/213187447996455?p=VjqbSE4WOq5YsiIti3 Meeting ID: 213 187 447 996 455 Passcode: 2bg9jd9C
Anticipated Public Evaluation Committee Meeting Phase I:	Meeting location, date, and time will be announced at a later date.

1.1.4. Pre-Solicitation Conference

Conference Type: Non-Mandatory

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

Mandatory Meeting: Prospective Respondents must attend. Those who do not attend will be ineligible to submit a Response. Any Response submitted by a non-attendee will be deemed non-responsive.

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

Any substantive questions regarding the Solicitation must be submitted in writing using the OpenGov platform, on or before the question deadline.

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

1.1.5. Cone of Silence Policy and Contact Information

This Solicitation is subject to the “Cone of Silence”. Accordingly, all questions or comments regarding this Solicitation must be made in writing using the OpenGov platform. No e-mails or phone calls will be accepted in reference to this Solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this Solicitation, supplements or revisions will be made available via a written addendum posted on OpenGov.

1.1.6. Method and Deadline for Submittal

Responses must be submitted electronically through OpenGov by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Respondent. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any Responses received after the due date and time specified will not be considered.

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through OpenGov. Interested parties must register with OpenGov to receive automatic notifications of addenda or notices related to this Solicitation.

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The City reserves the right to accept any Response deemed in its best interest, to waive minor irregularities, omissions, deviations, or technicalities, and to reject any or all Responses and re-advertise, as permitted by Florida Statutes, the City Charter, and the City Code. Minor issues may be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.7. Term of Contract

The contract term will be an initial three (3) years term with an option to renew for three (3) additional one (1) year periods for a possible total of six (6) years, subject to cancellation as provided herein.

Price adjustments may be considered upon renewal but shall not exceed CPI-U or 3%, whichever is lower, unless otherwise approved by the City.

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s). This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2. SCOPE OF WORK

2.1. Technical Specifications

2.1.1. Purpose

The City of Doral desires to enhance its public spaces during the holiday season and create a festive and attractive atmosphere for residents, visitors, and businesses. The City is seeking a qualified proposer to provide holiday lighting and décor services, including, but not limited to, all labor, materials, and equipment.

The allocated expenditure for the total display, to include materials, personnel and applicable permits, shall not exceed the total cost of budgeted funds per fiscal year, as no other charges will be paid.

Proposers shall become familiar with all local conditions that may, in any manner, affect the services required. The proposer shall carefully examine the Request for Proposal terms and conditions, becoming thoroughly familiar with all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

2.1.2. GENERAL REQUIREMENTS

A. The awarded proposer shall provide a detailed proposal for the City's Holiday Lighting Displays by August 31 or before, each year. Services may be modified each year according to the approved budget.

B. Proposals shall not include Christmas trees for the exterior of the Government Center or Doral Central Park, as the City already owns these items.

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C. The intent is to create a comprehensive design concept for the Government Center, Downtown Doral Park, Cultural Arts Center, Doral Central Park, interior Government Center spaces, and the Public Works locations identified in the Scope of Services. The design shall provide balanced, aesthetically pleasing, and cost-effective holiday lighting and décor displays.

D. All proposals are subject to review and approval by the Parks and Recreation Department and Public Works Department.

E. The awarded proposer shall coordinate all installation activities with the Parks and Recreation Department and Public Works Department no less than two (2) months prior to the Park & Tree Lighting Celebration.

F. All lighting products utilized under this contract shall consist of energy-efficient, commercial-grade LED lighting products suitable for outdoor use.

G. Proposers shall provide conceptual renderings, product descriptions, and/or examples of proposed decorative elements with their proposal.

H. All proposed decorative enhancements shall be designed and installed in accordance with industry standards for safety, durability, and weather resistance.

I. Removal of all holiday lighting and decorative elements shall occur after the observance of Three Kings Day and no later than January 15, unless otherwise directed by the City.

J. All lighted decorations shall be equipped with timers and programmed to operate daily from dusk to dawn.

1.

2.1.3. Pricing

A. Proposers shall identify all anticipated project costs, including labor, installation, removal, generators, extension cords, deliveries, permits, and any other fees necessary for the successful completion of the project. Any available value-added services and associated costs shall be clearly identified.

B. The current total budget allocated for this RFP is $435,400, which includes $258,400 for the Parks & Recreation Department and $177,000 for the Public Works Department. Services may be modified each year according to the approved budget.

2.1.4. DISPLAY PERIOD

A. The awarded proposer must work with the City's Park & Recreation Department and Public Works Department to coordinate the installation of Holiday Lighting at least two months or more before the City's Park & Tree Lighting Ceremony event.

B. Lighting and visual décor installations shall be completed and fully operational no later than one (1) week prior to the City's Park & Tree Lighting Ceremony.

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C. Removal of all holiday lighting and visual elements shall occur after the observance of Three Kings Day and no later than January 15, unless otherwise directed by the City for a given holiday season.

D. At the time of contract renewal, the City shall update the Display Period Dates for the upcoming year.

2.1.5. PARK & TREE LIGHTING CEREMONY EVENT

A. The City will notify the awarded proposer of the date of the Park & Tree Lighting Celebration at least three (3) months prior to installation.

B. The awarded proposer shall participate in an on-site walk-through with City staff no later than four (4) days prior to the Park & Tree Lighting Celebration to verify that all displays are complete, operational, and event ready.

C. The awarded proposer shall ensure that all lighting and visuals throughout the City are functioning and properly lit prior to the City's Park & Tree Lighting Ceremony event.

3.

2.1.6. EMPLOYEES

A. Successful proposer shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must carry and provide proper identification at all times upon request.

B. All employees of the proposer shall be at all times the sole employees of the proposer, under the proposer's sole direction, and not an employee or agent of the City.

C. The proposer shall supply competent and physically capable employees, and the City may require the proposer to remove any employee as it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. The city shall not have any duty to implement or enforce such requirements.

D. Proposer shall assign an "On Duty" supervisor who speaks and reads English.

E. Proposers shall assign at least one (1) staff member for trouble shooting measures.

3.

2.1.7. EQUIPMENT

The awarded proposer shall provide all equipment, materials, supervision, transportation, and labor necessary to complete the project. The City shall not provide equipment, materials, or labor.

2.1.8. SITE VISITS DURING HOLIDAY PERIOD & MAINTENANCE

The awarded proposer shall conduct weekly evening inspections during the display period to ensure all lighting, displays, and decorations remain fully operational. Any deficiencies identified by City staff shall be corrected within twenty-four (24) hours of notification at no additional cost to the City. Failure to complete repairs within the required timeframe may result in a deduction equal to one percent (1%) of the affected area's contract value for each day the deficiency remains unresolved beyond the initial 24-hour period. In addition, the awarded proposer should be available to City Staff to discuss any issues with the display.

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2.1.9. DAMAGE TO PROPERTY

A. If property (public or private) is damaged while the awarded proposer is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the proposer in a manner acceptable to the City prior to the final acceptance of the work. Such property shall include but not be limited to sidewalks, curbs and gutters, roads, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

B. Awarded proposer shall notify the requesting department in writing of the site having pre-existing damage before beginning work. Failure to do so shall obligate the proposer to make repairs per section 2.1.

3.

2.1.10. SAFETY AND PROTECTION

A. The successful proposer shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, fencing, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by municipal, county, state, and federal ordinances and laws shall be strictly met by the proposer.

B. Proposer must provide protection necessary to prevent damage to property where securing is being performed and adjoining properties.

3.

2.1.11. DISPOSAL OF WASTE

The awarded contractor shall arrange to dispose of all waste from the work being performed.

All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations.

The contractor shall leave all display areas in a clean condition and shall remove all debris generated by its operations.

2.1.12. INSTALLATION LOCATIONS

The selected proposer should develop and implement a comprehensive holiday lighting and décor service plan for the City of Doral's Parks & Recreation and Public Works Departments.

The specifications outlined herein are intended to establish the general scope, character, aesthetic theme, and level of illumination desired by the City. Proposers may recommend equivalent or comparable decorative elements, lighting treatments, animated features, and visual enhancements, provided such proposals meet or exceed the overall design intent and performance expectations established by the City. Innovative, creative, and visually impactful concepts are encouraged, while maintaining a cohesive appearance and consistency throughout all designated locations.

Locations requiring holiday lighting and decorating services include the following:

<u>Parks and Recreation Department:</u>

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- Doral Government Center (Outside)
- Downtown Doral Park
- Doral Central Park
- Doral Meadow Park
- Doral Legacy Park
- Doral Glades Park
- Morgan Levy Park

Public Works Department:

- Various Medians throughout the City
- Monument Displays at the entrances of the City
- Doral Government Center (Inside & Garage Décor)
- Police Department Training & Community Center

2.1.13. CITY-OWNED HOLIDAY TREES

The selected proposer shall provide installation, assembly, disassembly, removal, and preparation for storage of two (2) City-owned holiday trees identified below. The City-owned trees include existing lighting, ornamentation, and tree toppers. Proposers shall ensure all components are professionally installed, maintained in proper working condition throughout the season, and carefully prepared for storage at the conclusion of the holiday program every year under contract.

City-Owned Holiday Trees

- 40-foot Majestic Branch Tree to be installed at the rotunda in front of the Doral Government Center. This tree has pure white twinkle lighting with coordinated blue and gold ornamentation. *Please see Exhibit A for the tree specifications.*
- 30-foot Majestic Mountain Pine Tree to be installed at Doral Central Park. This tree has warm white lighting with coordinated red, green, and gold ornamentation. *Please see Exhibit A for the tree specifications.*

Both trees also include existing illuminated tree toppers owned by the City.

2.1.14. DORAL GOVERNMENT CENTER & DOWNTOWN DORAL PARK

The selected proposer should provide a cohesive, professionally designed holiday lighting and décor program for Downtown Doral Park and the Government Center that complements the City's existing holiday tree theme, which incorporates pure white twinkle lighting accented with gold and blue ornamentation and lighted snowflakes. *Please see Exhibit A for the tree specifications.*

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Proposers are encouraged to submit creative and visually appealing concepts, including wrapping of tree trunks, up-lights of the fronds, lighting treatments, color palettes, and decorative elements that enhance the overall holiday atmosphere while maintaining a coordinated, elegant, and unified aesthetic across all designated locations.

This section includes the decoration and enhancement of twelve (12) designated areas, as outlined below. *Please refer to Exhibit B for a map of Downtown Doral Park and Government Center site map.*

- Area 1: Doral Government Center Building
  - Eight (8) Royal Palm Trees
- Area 2: Downtown Doral Park (The Plaza)
  - ~~Eleven (11)~~ Ten (10) Royal Palm Trees
  - One (1) Live Oak Tree
- Area 3: Downtown Doral Park (Picnic Area)
  - Nine (9) Oak Trees
  - Nine (9) Mahogany Trees
  - Additional decorative items to enhance the overall area
- Area 4: Downtown Doral Park (Oval Area)
  - Ten (10) Small Oak Trees
- Area 5: Downtown Doral Park (Park Entrance by NW 53rd Street)
  - Eleven (11) Alexander Palm Trees
  - One (1) Ponciana Tree
- Area 6: NW 53rd Street from NW 84th Avenue to NW 53rd Terrace
  - Twenty-Six (26) Royal Palm Trees
- Area 7: Light Poles at NW 53rd Terrace Traffic Circle
  - Twenty (20) Light Poles: provide solar-powered illuminated garland displays or decorative pole-mounted décor, bows, ornaments, or other comparable enhancements coordinated with the City's holiday color palette and overall décor theme.
- Area 8: Oaks by Walking Path on NW 53rd Terrace
  - Four (4) Oak Trees with accent decorative elements

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- Area 9: Walking Path to the Doral Cultural Arts Center
    - Provide an illuminated entrance experience featuring decorative archways, RGB lighting elements, themed walkthrough displays, or comparable visual features. Vendors are encouraged to propose creative and immersive concepts suitable for pedestrian engagement and photo opportunities.
- Area 10: Cultural Arts Center
    - Six (6) Bismark Palm Trees in front of the Doral Cultural Arts Center.
- Area 11: Palm Trees on NW 84th Avenue
    - ~~Nineteen (19)~~ Eighteen (18) Royal Palm Trees
- Area 12: Interactive Holiday Lighting Displays

    Provide a minimum of four (4) interactive holiday lighting displays strategically located throughout the park to encourage visitor engagement, photo opportunities, and enhanced guest experiences. Displays shall be designed to create visually impactful and “Instagrammable” moments that attract visitors of all ages and encourage social media interaction.

    Interactive elements may include, but are not limited to, walkthrough displays, illuminated swings, oversized ornaments, interactive tunnels, light sculptures, themed seating areas, animated features, programmable RGB elements, or other comparable immersive holiday experiences.

    Vendors are encouraged to propose innovative and creative concepts that align with the overall holiday décor theme and park environment.

    Each display shall incorporate branded “City of Doral” elements in a tasteful and visually integrated manner. Branding may include illuminated signage, custom décor elements, logos, or other creative applications approved by the City.

2.1.15. DORAL CENTRAL PARK

The selected proposer should provide a cohesive, professionally designed holiday lighting and décor program for Doral Central Park that complements the City’s existing holiday tree theme, which incorporates warm white lighting accented with red, green and gold ornamentation. *Please see Exhibit A for the tree specifications.*

Proposers are encouraged to submit creative and visually appealing concepts, including wrapping of tree trunks, up-lights of the fronds, lighting treatments, color palettes, and decorative elements that enhance the overall holiday atmosphere while maintaining a coordinated, elegant, and unified aesthetic across all designated locations.

This section includes the decoration and enhancement of eight (8) designated areas, as outlined below. *Please refer to Exhibit C for a map of Doral Central Park site map.*

- Area 1: Sign enhancers on all four (4) entrances of the park

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- Provide custom decorative lighting and/or themed décor elements to enhance the visual appearance and holiday presentation of all four park entrance monuments. Vendors are encouraged to propose creative enhancements that complement the overall holiday lighting theme and create a welcoming entrance feature.
- Provide separate pricing for installation of sign enhancers provided by the City.

- Area 2: Park Entrance on NW 92 Ave
  - Eight (8) Bismark Palm Trees.
  - Include one (1) interactive holiday lighting display suitable for guest interaction and photo opportunities.
  - Proposers are encouraged to incorporate additional decorative holiday elements that enhance the overall visual appeal and welcoming atmosphere of the area.
- Area 3: Lakefront
  - Provide holiday lighting for thirteen (13) Palms trees.
  - Provide holiday lighting for the community center patio.
- Area 4: Amphitheater Brim
  - Provide and install one (1) custom interactive “Season’s Greetings” or season related display on top of the amphitheater brim, suitable for guest interaction and photo opportunities.
- Area 5: Palms around the North Side Playground
  - Provide and install decorative illuminated halo ring accents and/or other holiday-themed lighted enhancers mounted at the top of twenty-five (25) palm trees to enhance the overall holiday lighting display of the area. Enhancers may include, but are not limited to, halo rings, illuminated stars, ornaments, snowflakes, custom decorative elements, or other festive décor items, whether standard or custom-designed.
- Area 6: Community Center
  - Provide and install two (2) fully decorated and illuminated wreaths. One wreath shall have a minimum diameter of eight (8) feet and be installed at the top of the Community Center building. The second wreath shall have a minimum diameter of three (3) feet and be installed at the Aquatic Center building.
  - Provide decorative enhancements to the reception desk.
  - Install decorative garland along the second-floor railings visible from the first-floor lobby area to enhance the overall holiday presentation.
- Area 7: Park Entrance Rotondas

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- Provide holiday lighting décor and/or visual enhancements to four (4) rotondas around the park

- Area 8: Interactive Holiday Lighting Displays

  Provide a minimum of three (3) additional interactive holiday lighting displays strategically located throughout the park to encourage visitor engagement, photo opportunities, and enhanced guest experiences. Displays shall be designed to create visually impactful and "Instagrammable" moments that attract visitors of all ages and encourage social media interaction.

  Interactive elements may include, but are not limited to, walkthrough displays, illuminated swings, oversized ornaments, interactive tunnels, light sculptures, themed seating areas, animated features, programmable RGB elements, or other comparable immersive holiday experiences. Vendors are encouraged to propose innovative and creative concepts that align with the overall holiday décor theme and park environment.

  Each display shall incorporate branded "City of Doral" elements in a tasteful and visually integrated manner. Branding may include illuminated signage, custom décor elements, logos, or other creative applications approved by the City.

2.1.16. ADDITIONAL LOCATIONS / OPTIONAL SERVICES

Proposers must provide separate pricing for the following optional locations and decorative lighting enhancements as part of their submitted proposal. The City reserves the right to add, deduct, or modify any of the services listed below based on project needs, budget availability, operational considerations, or negotiated scope of services.

Proposers are encouraged to incorporate creative and visually appealing design concepts that complement the character of each park location while maintaining consistency with the City's overall holiday lighting program theme and aesthetic objectives. Decorative concepts, color schemes, and lighting treatments may be proposed at the discretion of the proposer.

Proposers shall submit renderings of all items proposed under this section to assist the evaluation committee in visualizing the overall décor concept and design approach. The City reserves the right, at its sole discretion, to award any, all, or none of the optional/additional service items identified herein.

Please refer to Attachments for reference images of each of the parks identified below.

Morgan Levy Park

- Provide and install decorative lighting and enhancement of five (5) palm trees located at the main entrance of the park. Scope should include illuminated trunk wrapping, canopy/frond lighting, accent lighting, and other creative decorative elements.

Doral Glades Park

- Provide and install decorative lighting and enhancement of two (2) Bismark Palm Trees located in front of the Community Center building. Scope may include illumination of the trunk, neck, fronds, and surrounding accent features.

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Doral Meadow Park

- Design, fabricate, and install a custom illuminated decorative display or monument feature at the park entrance sign area. The City intends for this feature to be purchased for future seasonal use.

Doral Legacy Park

- Provide decorative lighting and enhancement of ten (10) trees located at the main entrance of the park. Proposers are encouraged to submit creative concepts that enhance the visibility and aesthetics of the entrance area.

2.1.17. PUBLIC WORKS- STREET RIDE OF WAY & MONUMENTS

All areas in this segment should have the trees decorated as follows:

Alexander Palms: Wrap the trunks up to the boot with two (2) warm white commercial-grade LED light sets and at the top a 12" Color Band using one (1) Red Commercial-grade LED sets. Fronds should also be lit with three (3) Green LED Frond Sets.

Royal Palms: Wrap the trunks up to the booth with thirteen (13) Warm White-Commercial-grade LED light sets and at the top a 24" Color Band using three (3) Red Commercial-grade LED light sets. Fronds should also be lit with ten (10) Green LED Frond Sets.

Oak Trees: wrap the foliage with ten (10) Warm White Commercial-grade LED light sets and scatter throughout the foliage with 360' of C9 36" spacing green cord LED G50 bulbs & every 5th Twinkle.

Please refer to Attachments for a Public Works Department Site Map.

Area 1: Median 1 (East of 114th Ave)

- Sixteen (16) Alexander Palms

Area 2: Median 2 (East of 112th Ave)

- Thirty-six (36) Alexander Palms
- Ten (10) Royal Palms

Area 3: Median 3 (East of 109th Ave)

- Thirty-three (33) Alexander Palms

Area 4: Median 4 (East of 105th Ave)

- Three (3) Royal Palms
- Three (3) Oak Trees

Area 5: Median 5 (West of 104th Ave)

- Two (2) Oak Trees

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Area 6: Median 6 (East of 104th Ave)

- Ten (10) Alexander Palms
- Twenty-eight (28) Royal Palms
- Six (6) Oak Trees

Area 7: NW 36/41 St between NW 93 – 87 Ave

- Thirty-six (36) Alexander Palms
- Fifty-one (51) Royal Palms

Area 8: NW 36 St between NW 87 Ave – Palmetto Expressway

- Twenty-four (24) Alexander Palms
- Twelve (12) Phoenix Canariensis Palm
- Ten (10) Royal Palms
- Three (3) Oak Trees

Area 9: Monument Displays

- Monument NW 58th Street
  - One (1) 10’ 3D LED Reindeer Icon Display Warm White or Similar
  - Three (3) 5’ 2D LED Poinsettia Scrolls or Similar
- Monument NW 87th Avenue
  - Two (2) 5’ 2D LED Poinsettia Scrolls or Similar
  - One (1) 12’ Majestic Mountain Pine Tree
- Median NW 36th Street
  - Four (4) 5’ 2D LED Poinsettia Scrolls or Similar
  - Two (2) 10’ 3D LED Reindeer Icon Display Warm White or Similar
  - One (1) 12’ Majestic Mountain Pine Tree
- Median NW 58th Street
  - Two (2) 5’ 2D LED Poinsettia Scrolls or Similar
  - One (1) 12’ Majestic Mountain Pine Tree
- Median NW 107th Avenue

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- Two (2) 5’ 2D LED Poinsettia Scrolls or Similar
- One (1) 12’ Majestic Mountain Pine Tree

- NW 41st Street / NW 102nd Avenue
  - One (1) 12’ Majestic Mountain Pine Tree

2.1.18. PUBLIC WORKS- TREES & DISPLAYS

All five (5) sections where the Monument and Median Displays will be will include:

- Five (5) 12’ Majestic Mountain Pine Tree including warm white LED lights, Holiday Colors Ball Ornaments and 3’ 3D Star Topper or similar
- Thirteen (13) 5’5” H x 4’ W Glitter Mesh Poinsettia or similar
- Three (3) 10’ 3D Led Reindeer with warm white or similar

2.1.19. PUBLIC WORKS- GOVERNMENT CENTER

This section covers visual décor for each floor inside the Government Center and the main entrance of the parking garage.

Area 1: Parking garage entrance

- Provide two (2) 48” wreath with an 18” bow LED illuminated on garage entrances
- Provide four (4) 48” sprays with a 12” bow on pedestrian walkway columns or similar décor.

Area 2: First Floor Main Lobby

- Install a14’ synthetic Christmas tree with bright and festive décor.
- Include cheerful holiday visual décor around the tree.
- Install non-illuminated 18”x18” and 24”x24” nylon gift boxes with champagne bow on blanket of snow.
- Drape lit garland along edge of reception desk in scallop pattern.

Area 3: First Floor by the Elevator

- Install 36" cheerful holiday display (elves, deer’s, etc.) by elevator on blanket of snow
- Install non-illuminated 24" x 24” and 18" x 18” gift boxes with champagne bow by elevator

Area 4: First Floor by the main entrance

- Install 36" cheerful holiday display (elves, deer’s, etc.) on both sides of main entrance on blanket of snow

Area 5: First Floor City Clerk office

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- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow
- Install non-illuminated 18" x 18” gift boxes with champagne bow

Area 6: Second Floor

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow across from elevator in middle of the wall.
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow
- Drape 30’ lit garland along edge of reception desk in scallop pattern. Use clear fishing connected to garland and nails on the underside of the counter to secure.

Area 7: Second Floor break room

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow

Area 8: Second Floor Rotunda

- Install nine (9) 2’ non- illuminated wreaths with ornament balls in various sizes and bows in rotunda service windows evenly spaced.

Area 9: Third Floor

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights against wall across from elevator.
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow Display by elevator with pixie elf and green gift boxes with gold bows set on a blanket of snow.
- Install 36" cheerful holiday display (elves, deer’s, etc.) to accompany Christmas Tree by 3rd floor elevator.
- Drape lit garland along edge of reception desk in scallop pattern.

Area 10: Third Floor break room

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow

Area 11: Council Chambers

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- Install 50" Camdon Fir garland with approximately 40 Warm White 5MM LEDs/ft. - Use clear fishing connected to garland and nails on the underside of the counter to secure.
- Install two(2) 24" red synthetic poinsettia plants in champagne colored base. Flowers are positioned on the ends of the stair platform in front of the desk on the ends of platform. One pot per step on each end.
- Install gorgeous 3' life-like needle wreath adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights in center of Council Chamber desk.
- Install 36" cheerful holiday display (elves, deer's, etc.) in front of the entrance to Chambers.

Area 12: Mayor and City Manager

- Install gorgeous 8' life-like needle Christmas tree outside Mayor conference room adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights on blanket of snow.
- Install gorgeous 8' life-like needle Christmas tree in Mayor office adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights on blanket of snow.
- Install gorgeous 8' life-like needle Christmas tree in the City Manager reception area adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights on blanket of snow.

Area 13: Existing 3rd Floor Offices

- Install 2' synthetic batteries operated illuminated wreaths, covered in gorgeous historic décor collection on 10 offices doors.

Area 14: New Council's Offices

- Install 2' synthetic batteries operated illuminated wreaths, covered in gorgeous historic décor collection on 4 offices, 1 entrance and 1 conference room doors.
- Install gorgeous 8' life-like needle Christmas tree in the new Elected Officials area hallway adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights on blanket of snow.

2.1.20. PUBLIC WORKS- POLICE DEPARTMENT

Area 1: First Floor Main Lobby

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow

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- Drape lit garland along edge of reception desk in scallop pattern.

Area 2: Chief Conference room

- Install gorgeous 8' life-like needle Christmas tree outside Mayor conference room adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights on blanket of snow.

2.1.21. PUBLIC WORKS- POLICE DEPARTMENT TRAINING & COMMUNITY CENTER

Area 1: First Floor Main Lobby

- Install gorgeous 8' life-like needle Christmas tree adorned with floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with warm white LED lights on blanket of snow
- Install non-illuminated 18" x 18" green nylon gift box with champagne bow
- Drape lit garland along edge of reception desk in scallop pattern.

2.2. Pricing Proposal

Proposer is to provide all lump pricing below for each location shall be inclusive of labor cost, supplies, and equipment to be used in the performance of services cited in this RFP. A separate breakdown of the lump sum is requested by line item to allow the Evaluation Committee to evaluate how the bidder/proposer has arrived at the lump sum.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Section 2.1.13-City-Owned Holiday Trees	1	JB		
2	Section 2.1.14- Doral Government Center & Downtown Doral Park	1	JB		
3	Section 2.1.15- Doral Central Park	1	JB		
4	Section 2.1.17- Public Works- Street Ride of Way & Monuments	1	JB		
6	Section 2.1.19- PW Government Center	1	JB		
7	Section 2.1.20- PW Police Department	1	JB		
8	Section 2.1.21- PW Police Training & Community Center	1	JB		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
TOTAL					

ADDITIONAL LOCATIONS / OPTIONAL SERVICES

Proposers must provide separate pricing for the following optional locations and decorative lighting enhancements as part of their submitted proposal.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
9	Section 2.1.16- Morgan Levy Park Optional Services	1	JB		
10	Section 2.1.16- Doral Glades Park Optional Services	1	JB		
11	Section 2.1.16-Doral Meadow Park Optional Services	1	JB		
12	Section 2.1.16- Doral Legacy Park Optional Services	1	JB		
TOTAL					

3. INSURANCE REQUIREMENTS

3.1. REQUIRED INSURANCE

3.1.1. Minimum Insurance Limits

1. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability Each Occurrence	$2,000,000
Policy Aggregate	$4,000,000
Products & Completed Operations	$4,000,000
Personal & Advertising Injury	$1,000,000

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B. Coverage shall not contain exclusions or limitations for work performed at heights, use of lifts, or exterior decorative and electrical installation activities.

C. Coverage shall not contain exclusions or limitations inconsistent with the scope of services, including but not limited to work performed at heights, use of lifts, or exterior decorative and electrical installation activities, or conflict with the scope of protection afforded to the City, its officials, employees or volunteers.

D. Required Endorsements:

City of Doral listed as Additional Insured

Primary & Non-Contributory Clause

Ongoing & Completed Operations

Contingent & Contractual Liability

Premises and Operations Liability

Explosion, Collapse & Underground Hazard

Waiver of Subrogation in favor of the City

2. Business Automobile Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability
Any One Accident

Combined Single Limit $1,000,000

Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos

B. Endorsements Required

City of Doral listed as Additional Insured
Primary & Non-Contributory Clause

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Waiver of Subrogation in favor of the City

C. Coverage shall apply to all vehicles operated in connection with the performance of services under this contract, directly or indirectly, including the transport of goods, equipment, supplies, setup and/or breakdown, or transport of personnel (whether such persons are employed, contracted, temporary, or subcontracted) and shall include owned, hired, and non-owned vehicles.

3. Workers' Compensation & Employer's Liability

A. **Statutory- State of Florida**

B. **Employer's Liability**

Limits of Liability	
Bodily Injury Caused by an Accident, Each Accident	$1,000,000
Bodily Injury Caused by Disease, Each Employee	$1,000,000
Bodily Injury Caused by Disease, Policy Limit	$1,000,000

C. Required Endorsements:

Waiver of Subrogation in favor of the City

D. Workers' Compensation insurance must be provided for all persons fulfilling the services, whether employed, contracted, temporary or subcontracted.

E. State of Florida issued certificate of exemption is required for any individual or entity claiming exemption from this requirement.

4. Umbrella / Excess Liability Insurance

The Contractor may utilize Umbrella / Excess Liability insurance to provide the required limits. Total combined limits (primary and excess) shall not be less than $5,000,000 per occurrence where commercially available. Coverage shall be "following form" and shall not be more restrictive than the underlying liability insurance

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policy coverages, including all special endorsements and City listed as Additional Insured on a primary and non-contributory basis for ongoing and completed operations. Umbrella / Excess Liability shall include Employer's Liability.

5. Professional Liability (Errors & Omissions)

The Contractor shall maintain Professional Liability (Errors & Omissions) insurance covering design, layout, specification, or consulting services associated with this project, with limits no less than $1,000,000 per claim / $2,000,000 aggregate. Coverage shall be maintained for the duration of the contract and for a minimum of two (2) years following final completion, or an Extended Reporting Period shall be purchased.

6. Installation Floater (Inland Marine) Coverage

The Contractor shall maintain Installation Floater (Inland Marine) insurance covering materials, supplies, fixtures, and equipment to be installed, including property owned by the City while in the care, custody, or control of the Contractor. with a minimum limit of $500,000 each occurrence, or higher based on total installed value. Coverage shall include protection against theft, vandalism, and weather-related damage.

Subcontractors' Compliance: It is the responsibility of the Contractor to ensure that all subcontractors maintain insurance meeting the same limits and requirements as the Contractor, and shall name both the Contractor and the City of Doral as Additional Insureds on all applicable policies.

Additional Insured & Policy Endorsement(s) Requirements: All liability policies prescribed herein shall include the following required endorsements:

- **Additional Insured**: The City of Doral, its elected officials, officers, employees, agents, and volunteers shall be named Additional Insureds for ongoing and completed operations on a primary and non-contributory basis. Such coverage shall apply to the City's direct liability where such liability is alleged in connection with the Contractor's operations.

- **Primary and Non-Contributory**: Coverage shall apply as primary insurance and not contribute with any insurance maintained by the City.

- **Waiver of Subrogation**: A waiver of subrogation shall apply in favor of the City where permitted by law.

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- **30-Days' Written Notice of Cancellation**: All policies shall provide thirty (30) days' written notice of cancellation, nonrenewal, or material change to the City, except for ten (10) days' notice for nonpayment of premium.

Certificate Holder/Additional Insured: City of Doral, 8401 NW 53rd Terrace, Doral, FL 33166

All insurance shall be issued by insurers authorized to do business in the State of Florida and must be rated "A-" and "Class VII", or better, by the latest edition of A.M. Best. The City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

Certificate forms must confirm insurance provisions required herein, and reference form numbers and endorsements as required. Certificates shall reference contract, Resolution number (if applicable), RFP number, and any other identifying references as appropriate, and must be provided to the City at the time of contract execution or prior to commencing the services, and upon renewal (if applicable).

Coverage and COIs are subject to review and compliance verification by City of Doral Risk Management. These insurance requirements shall not limit the liability of the selected Contractor or their subcontractors. The City does not represent these insurance coverage types or limits to be sufficient or adequate to protect the Contractor's interests or liabilities. Failure to procure, maintain or comply with the City's minimum insurance requirements, or failure to provide acceptable proof of insurance shall constitute a material breach of contract.

4. RESPONSE REQUIREMENTS

4.1. Required Forms & Certifications

Interested Respondents will 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.

A. The required forms are attached to this Solicitation as Section 6, and are inclusive of the following:

1. Business Entity Affidavit
2. Certificate of Authority
3. Proposer Qualification Statement
4. List of Proposed Subcontractors (If applicable)
5. Affidavit Regarding Unauthorized Aliens Under 448.085, Florida Statutes
6. Bidder Affirmation

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7. Conflict of Interest Disclosure Form
8. Required Affidavit Regarding the Use of Coercion for Labor and Services
9. Public Entity Crimes
10. Performance Evaluation Survey (References)
11. Pricing Proposal

B. The required confirmation questions to this Solicitation as Section 6, and are inclusive of the following:

1. Compliance with Foreign Entity Laws
2. Disability Non-Discrimination & Equal Employment Opportunity
3. Conformance with OSHA Standards
4. E-Verify Program Affidavit
5. No Contingency Affidavit
6. Copeland “Anti-Kickback” Act Affidavit
7. Non-Collusion Affidavit
8. Drug Free Workplace Program
9. Cone of Silence Certification

4.2. Staffing & Qualifications

Respondents must provide documentation demonstrating their ability to meet the minimum qualifications and deliver the services described in the Scope of Work. Responses should address both the firm’s overall qualifications and the qualifications of key individuals assigned to this project.

4.2.1. Firm Qualifications

- Indicate the number of years the firm has provided services similar in nature and scope to the services described in the Scope of Work.
- Provide examples of past relationships with public agencies, municipalities, or programs of comparable size and service requirements.
- Describe the firm’s ability to meet scheduling and budget requirements, including strategies for staffing consistency and coverage throughout the contract.
- Identify any additional capabilities or resources that could be offered to improve services.

4.2.2. Project Manager/Program Lead

- Identify the individual who will serve as the primary point of contact for the City.

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- Provide a summary of their relevant experience, including projects or programs of similar size and scope.

4.2.3. Key Personnel & Staffing Capacity

- List experience and qualifications of key personnel
- Detail staffing levels and ability to meet service demands
- Detail Background checks and employee screening procedures

4.2.4. Proposer's overall Project Approach & Work Plan

- Understanding of Scope and Facility Needs
- Methodology and Service Delivery
- Work Plan and Implementation Schedule

4.3. References and Past Performance

The "Performance Evaluation Survey" form is provided in Vendor Response section of this Solicitation. Respondents must provide this form to their references for completion. A minimum of three (3) current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

The City may use the completed survey forms to evaluate each Respondent's past performance. The City may also independently verify the information provided, review consumer affairs or complaint records, contact references directly, and obtain any other information it deems necessary to assess a Respondent's qualifications and ability to perform.

The City, in its sole discretion, will determine whether a Respondent is qualified. Submission of a Response constitutes acknowledgment of and consent to this evaluation process.

4.4. Financial Stability Documentation

4.4.1. Audited Financial Statements

The City reserves the right to request the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.

The Respondent's audited financial statements may be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

5. EVALUATION CRITERIA AND METHODOLOGY

5.1. Evaluation Process Overview

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5.1.1. Preliminary Review

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

5.1.2. Phase I – Committee Evaluation

An Evaluation Committee ("Committee"), appointed by the City Manager, will evaluate each responsive Response in accordance with the requirements of this RFP. The Committee will consist of at least three (3) but no more than five (5) members. The Committee may rank all responsive firms and, at its discretion, shortlist the highest-ranked firms for Phase II evaluation.

5.1.3. Phase II – Oral Presentations/Interviews (If Conducted)

The Committee may interview all Respondents or only the shortlisted firms. After the interviews are completed, the committee may adjust its rankings. The City may also determine that interviews are not necessary and proceed with award recommendations based solely on Phase I evaluations. Procurement staff will compile the Committee's final scores/rankings and forward them to the City Manager.

5.1.4. City Manager Review

A. The Procurement Department will prepare a memorandum addressed to the City Manager providing the Evaluation Committee's recommendation. The City Manager will review the Committee's scores and rankings along with the administrative review by Procurement staff. In the City's best interest, the City Manager may:

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

5.1.5. Final Award

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

In the event the awarded firm fails to execute the agreement or perform services after award, the City of Doral reserves the right to negotiate and execute a contract with the next most qualified firm, as determined during the original selection process, without further solicitation.

5.2. Scoring Criteria & Weights

Responses will be evaluated by the Committee according to the following criteria and their respective weights. The Committee will score using a 0-5 rating scale to determine the points awarded for each of the following criteria:

Rating Scale

0 – Non-Responsive / Unacceptable

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Proposal fails to address the criterion, contains major deficiencies, or is non-compliant. Cannot be awarded points.

1 – Poor

The proposal minimally addresses the criterion. Significant weaknesses or gaps exist, and it is unlikely to meet the requirements.

2 – Fair

The proposal addresses some aspects of the criterion, but is incomplete or unclear. Weaknesses outweigh strengths, and there is limited confidence in successful performance.

3 – Satisfactory / Acceptable

The proposal adequately addresses the criterion. Its strengths and weaknesses are balanced. It meets the minimum requirements with moderate confidence in success.

4 – Good

The proposal fully addresses the criterion with meaningful strengths. Minor weaknesses may exist, but overall, the response is thorough, clear, and demonstrates above-average capability.

5 – Excellent / Outstanding

The proposal completely and convincingly addresses the criterion. It demonstrates exceptional strengths, innovation, or value. There are no significant weaknesses, which provides high confidence in successful performance.

Extra Points:

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

Respondent 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

No.	Evaluation Criteria	Scoring Method	Weight (Points)

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1.	**Qualifications and Experience** Evaluation of the Proposer's overall experience providing services, particularly for governmental, institutional, or similarly sized facilities. • Years in business providing services • Experience with public sector clients (municipal, county, state, federal) • Experience with facilities of similar size, scope, and complexity • Relevant licenses, certifications, and industry credentials	0-5 Points	30 *(30% of Total)*
2.	**Resources And Methodology and Proposed Method Of Contract Performance** Evaluation of the Proposer's overall Project Approach & Work Plan • Understanding of Scope and Facility Needs • Methodology and Service Delivery • Work Plan and Implementation Schedule • Supervision and Contract Management	0-5 Points	30 *(30% of Total)*
3.	**Client References** Evaluation of the Proposer's Client References and Performance Surveys submitted by their clients	0-5 Points	10 *(10% of Total)*

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4.	**Price Proposal** Evaluation of overall cost and value for the services. • Total cost proposal (including all labor, materials, equipment) • Cost competitiveness and reasonableness • Transparency and completeness of pricing	0-5 Points	30 *(30% of Total)*

5.3. Oral Presentations/Interviews (if applicable)

The City will make every reasonable effort to complete evaluations and rankings based solely on the written responses submitted, to avoid unnecessary expense to both the City and Respondents. Oral Presentations/Interviews are not automatically scheduled for this RFP. The Evaluation Committee has the sole responsibility to determine if oral presentations or interviews are necessary to clarify or expand upon the information in the written submittals. The City may schedule them with either all Respondents or a shortlisted group, at its sole discretion.

Interviews may be conducted **in person at a City facility or via a secure online meeting platform**, as determined by the City. The City will provide reasonable advance notice of the format, schedule, and any technical requirements.

Oral presentations/interviews are exempt from the public meeting requirements pursuant to **Section 286.011, Florida Statutes**, but will be recorded for public record purposes in accordance with **Section 119.07(1), Florida Statutes,** as amended.

Participation in interviews is at the Respondent's expense. Respondents should ensure that proposed key personnel, including any staff identified in the response as critical to the project's success, are available to participate if interviews are requested. Failure to participate in an interview when requested may result in a determination that the Response is non-responsive.

6. GENERAL DEFINITIONS AND SOLICITATION TERMS AND CONDITIONS

6.1. General Definitions

A. "Authorized Representative" means the Department contact for interaction regarding contract administration.

B. "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

C. "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

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D. "Department(s)" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

E. "Procurement Division" means the office responsible for handling procurement-related matters within the City.

F. "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.

G. "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation will not include any verbal interactions with the City apart from submission of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.

H. "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "Invitation to Bid", "Request for Qualifications", "Request for Proposals", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.

I. "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", "Consultant", "Provider", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.

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

6.2. General Terms and Conditions

6.2.1. Anti-Trust/Non-Exclusivity

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

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

6.2.2. Assignment or Transfer

The Successful Respondent will not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to

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execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

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

6.2.3. Attorney Fees

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

6.2.4. 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 will 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.

6.2.5. Basis of Award

The City intends to award a Contract to a highly qualified Respondent whose proposal is responsive and whose firm is determined to be responsible, offering the best combination of qualifications, experience, and value, as outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined at the City's sole discretion.

6.2.6. 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. Respondent may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City will be the sole judge concerning the merits of items as equals.

6.2.7. Capital and Other Expenditures

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

6.2.8. City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., will remain the property of the City.

The Successful Respondent will be liable for all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while en route to the City will be the responsibility of the Successful Respondent.

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In the event that such property is destroyed or declared a total loss, the Successful Respondent will be responsible for the replacement value of the property at the current market value, less depreciation, plus any other damages incurred by the City as a result of such loss.

Where a Successful Respondent is 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 will be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or its agents, representatives, or invitees).

6.2.9. City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, the 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 will constitute a waiver of the City's rights as sovereign.

In no event will 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.

6.2.10. Clarifications and Addenda

Questions regarding this Solicitation will be directed in writing through the OpenGov platform. 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) through the OpenGov platform.

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

Addenda – The Procurement Division may publish Addenda, which change, add to, or clarify the terms, provisions, or requirements of the solicitation. The Respondent must not rely on any representation, statement, or explanation, whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict within the Solicitation and any changes, the last information published will prevail.

It is the Respondents' responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation. Failure to acknowledge review of all information may cause their Submittal Package to be deemed non-responsive and not be considered for award.

6.2.11. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and

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submission under such solicitation. Related parties will mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm, or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, will be rejected. The City reserves the right to disqualify any Respondent during any phase of the Solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent or Contractor.

6.2.12. Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law (Florida Statute Chapter 119). If the Contract contains a confidentiality provision, it will not apply when disclosure is required by Florida law or upon court order.

6.2.13. Conflicts and Order of Precedence

This Solicitation and Contract will 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 will apply:

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

- Scope of Work and Specifications will govern the Response, including, without limitation, any plans and drawings submitted.
- Larger-scale drawings will govern over smaller ones.
- Figured or numerical dimensions will 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 will govern.

6.2.14. Contract Amendments

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

6.2.15. Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. “will” 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 will be interpreted, unless otherwise specifically stated, to mean “furnish and install complete in place and ready for service”.

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Miscellaneous items and accessories that are not explicitly mentioned but are essential to produce a complete and properly operating product providing the function indicated will be furnished and installed without change in the contract price. Such miscellaneous items and accessories will 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 will 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.

6.2.16. Compliance With Applicable Laws

Successful Respondent(s) will comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. The Respondent's lack of knowledge will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral, and Miami-Dade County Charter and Codes, as well as other laws/regulations, will be interpreted to include “as amended from time to time.”

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

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

6.2.17. 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 will be borne solely by the Successful Respondent. Upon request, Contractor will provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

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

6.2.18. Cone of Silence

This Solicitation will be subject to the “Cone of Silence” which means a prohibition on any communication regarding a Solicitation between potential Respondents or their lobbyists or representatives and the City

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Council, City staff including, but not limited to, the City Manager and their staff, and any member of the City's selection or evaluation committee, except as otherwise explicitly provided herein.

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

The Cone of Silence will 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 competence of Respondents regarding a particular solicitation during the period between the opening of Responses and the time the City Manager makes his or her written recommendation.
- Any emergency procurement of goods or services pursuant to City Code.
- Responses to the City's request for clarification or additional information.
- Contract negotiations during any duly noticed public meeting.
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto 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 will render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

6.2.19. Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City will have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection will mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by the City. Further, Respondent recognizes that with respect to

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its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

6.2.20. Contract Award and Negotiation

The City will negotiate a Contract with the selected firm(s) pursuant to City Council approval. The awarded firm(s) must execute the Contract within ten (10) days after receiving notice of award from the City. If the City is unable to successfully negotiate a Contract with the highest-ranked firm, it may enter into negotiations with the next highest-ranked firm, and so on, until a Contract is executed.

The City reserves the right to negotiate any terms in the manner it determines to be in its best interest, including, without limitation, contract terms, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements related to the project shall be subject to the terms of the resulting Contract.

6.2.21. Delivery

The delivery of any all goods required by this Solicitation and resultant Contract will 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 will be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract will remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to the 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 will 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.

6.2.22. Disputes

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

6.2.23. Employees

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

All employees of the Successful Respondent will always be the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not employees or agents of the City. The Successful

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Respondent will 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 will not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent assigned to the Work will 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 assign to the Work any employee undergoing a sentence of imprisonment except as otherwise provided by applicable laws.

6.2.24. Equal Employment Opportunity

The Respondent will comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States will on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

6.2.25. 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, 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.

6.2.26. Exceptions

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

6.2.27. 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 will 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 on such extensions.

6.2.28. Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or

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cancel any other Contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation.

6.2.29. Governing Law and Venue

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

6.2.30. Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as “Tie Responses”), received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes.

6.2.31. Incurred Expenses

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

6.2.32. Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation will 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 will 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 will, 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 will 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 will 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 will 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.

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

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

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

6.2.33. Inspection of Project Records

The City will 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 will 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 will provide the City access to such books and records upon five (5) days' written notice.

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

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6.2.35. Licensing

Successful Respondent must provide a copy of its 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 the Response submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, out-of-state corporations must obtain a Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

6.2.36. 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 will be provided 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 will be those of the Successful Respondent.

6.2.37. Notice

Whenever any provision of the Contract requires the giving of written notice it will 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.

6.2.38. Preparation of Response

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

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

6.2.39. Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provide that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating a 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.

6.2.40. Protests

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

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6.2.41. Public Entity Crimes

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

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

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

6.2.42. Public Records

The Contractor must:

- Keep and maintain all public records required by the City to perform the service.
- Provide requested records to the City's custodian of public records, or allow inspection/copying within a reasonable time. Costs must not exceed those authorized by Chapter 119, Florida Statutes.
- Protect records that are exempt or confidential—don't disclose unless allowed by law—both during the contract and after, unless transferred to the City.
- At contract end, either:
    - Transfer, at no cost, all public records in your possession to the City; or
    - Retain and manage them according to public records law. If duplicates are kept, destroy exempt or confidential duplicates. Electronic records must be delivered in a format compatible with City systems. If the City receives a request for records and does not have them, it will notify the Contractor immediately, and the Contractor must comply within a reasonable time.

Non-compliance by the Contractor may result in enforcement under the contract and legal penalties under § 119.10, Fla. Statutes.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, DORAL GOVERNMENT CENTER, 1ST FLOOR, CITY CLERK'S OFFICE, 8401 NW 53 TERRACE, DORAL, FL 33166, 305-593-6730, or cityclerk@cityofdoral.com

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6.2.43. Quantities

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

6.2.44. Respondent in Arrears or Default

By submitting a Response, the Respondent certifies that:

- They do not owe money to the City or any City agency, and are not in default on any obligation to the City.
- They have not been declared “not responsible” or “disqualified,” and have not been suspended or debarred from doing business with:
  - Any state or local government in Florida
  - The Federal Government
  - Any other U.S. state or local government entity
- There are no ongoing proceedings that question their ability or qualifications to enter into public contracts.

This certification is a continuing obligation for the term of the Contract. The Respondent must promptly notify the City in writing of any of the above changes.

The City will consider any Respondent to be non-responsible—and will not award a Contract—if the Respondent is found to be in monetary arrears, in debt, or in default to the City at the time Responses are due.

6.2.45. Respondent’s Financial and Legal Standing

By submitting a Response, you confirm that:

- You don’t owe money to the City or any of its agencies.
- You’re not currently in default on any contract with the City.
- You haven’t been suspended, disqualified, or banned from doing business with a government agency in Florida, the federal government, or any other U.S. state or local government.
- There are no ongoing investigations or legal actions questioning your ability to do public work.
- You also agree to keep the City informed of any of these changes during the contract period.

If the City finds that you owe money or are in default at the time proposals are due, you will be considered non-responsible and will not be disqualified, and will not be considered for Contract award.

6.2.46. 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

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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, item by item, or such combination as will best serve the City's interests unless otherwise stated.

6.2.47. 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, will be in addition to, and will 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.

6.2.48. Scrutinized Companies

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

6.2.49. Severability

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

6.2.50. Subcontractors or Suppliers

Contractors may not subcontract any portion of the services, in whole or in part, without prior written approval from the City Manager, which may be granted or withheld at the City's discretion.

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

The City will notify the Contractor, in writing, of any proposed person or entity to which the City has an objection. The Contractor will not employ any subcontractor or supplier against whom the City may have a reasonable objection. Nor will the Contractor be required to employ any subcontractor or supplier unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

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The Contractor will 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 will specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit.

Nothing in the Contract will 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.

6.2.51. 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 proposals, and 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 prospective Respondents at least three (3) calendar days' notice, whenever practicable, of any such postponement.

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

Alternate Responses: An alternate Response will 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 the Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required will 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 will 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.

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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 Respondent. In the event of a Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

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

6.2.53. Time is of the Essence
A 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 will 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 the performance of the Work.

6.2.54. Termination For Convenience
The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days' prior written notice to the Successful Respondent when the City Manager determines it is in the best interest of the City. If the Contract provides for supplies, products, equipment, or software, and is terminated for the convenience of the City, 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 will be liable only for payment in accordance with the payment provisions of the Contract for those services rendered and reasonably accepted by the City prior to termination. Except as expressly provided herein, the City will not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

6.2.55. 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 will be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent’s failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

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

6.2.57. Withdrawal of Response
A Respondent(s) may, without prejudice, withdraw, modify, or correct their Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response, as modified by such

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writing, will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

7. VENDOR RESPONSE

7.1. Vendor Questionnaire

1. Cover Page*
Show the name of Proposer's firm, address, telephone number, and name of contact person, email address, date, and the subject: "City of Doral Holiday Lighting & Decor RFP 2026-19."

*Response required

2. Bid Submission Packet*
Bid Submission Packet should include and requirements listed in Response Requirements section. Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

3. Lump Sum Breakdown*
Per Section 2.2 - A separate breakdown of the lump sum is requested by line item to allow the Evaluation Committee to evaluate how the bidder/proposer has arrived at the lump sum. Breakdown of lump sum may be provided via an upload of the Excel spreadsheet provided as part of this RFP with the proposer's RFP bid response. A sample Excel spreadsheet is provided with the solicitation;

*Response required

4. ADDITIONAL LOCATIONS / OPTIONAL SERVICES *
Provide Excel sheet with additional locations per Section 2.1.16

*Response required

5. Proposer Qualification Statement*
Please download the below documents, complete, and upload.

- PROPOSER_QUALIFICATION_STAT...

*Response required

6. Occupational License*
Current copy of Occupational License must be submitted with bid. Include all Relevant licenses, certifications, and industry credentials

*Response required

7. Performance Evaluation Survey
Please download the below documents, forward to a minimum of 3 current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

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- Survey.pdf

8. Date of Entity Formation*
*Response required

9. Entity Type*
☐ Corporation
☐ Partnership
☐ LLC
☐ Other
*Response required

10. Buisness Entity Affidavit*
Please download the below documents, complete, and upload.

- Business_Entity_Affdavit.pdf

*Response required

11. Certificate of Authority*
Please download the below documents, complete, and upload.

- CERTIFICATE_OF_AUTHORITY_20...

*Response required

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

☐ Please confirm

*Response required

13. Office Location*
*Response required

14. FEI/EIN Number*
*Response required

15. Authorized Representative*
Name and Title

*Response required

16. The undersigned Bidder/Proposer agrees*
If this Bid 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 bid and in accordance with the terms and conditions of the Contract.

☐ Please confirm

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*Response required

17. Bidder/Proposer accepts all of the terms and conditions of the Solicitation*
Including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award.

☐ Please confirm

*Response required

18. Bidder/Proposer further warrants and represents *
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.

☐ Please confirm

*Response required

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

☐ Please confirm

*Response required

20. Bidder/Proposer further warrants and represents*
It has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.

☐ Please confirm

*Response required

21. Bidder/Proposer further warrants and represents*
This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; 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.

☐ Please confirm

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*Response required

22. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.*

☐ Please confirm

*Response required

23. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.*

☐ Please confirm

*Response required

24. Communication - If information is different than what is provided in Vendor Profile:
Communications concerning this Proposal shall be addressed to:

Please provide:

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

25. SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES*
Please download the below documents, complete, and upload.

- SWORN_STATEMENT_PURSUANT_TO...

*Response required

26. 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.

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D. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.

E. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.

F. Bidder is not engaged in business operations in Cuba or Syria.

G. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes

☐ Please confirm

*Response required

27. Disability, Nondiscrimination, and Equal Employment Opportunity*

Applicant certifies that Bidder is in compliance with and agrees to continue to comply with, and ensure that any subcontractor, or third party contractor under any and all contracts with the City of Doral complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

☐ Please confirm

*Response required

28. 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.

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☐ Please confirm

*Response required

29. 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.

☐ Please confirm

*Response required

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

Please download the below documents, complete, and upload.

- AFFIDAVIT_REGARDING_UNAUTHO...

*Response required

31. No Contingency Affidavit*

Affiant certifies the following:

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

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B. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the 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.

☐ Please confirm

*Response required

32. Copeland Anti-Kickback Affidavit*

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

☐ Please confirm

*Response required

33. Non-Collusion Affidavit*

I, the affiant, swear or affirm that:

A. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.

B. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.

C. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.

D. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

☐ Please confirm

*Response required

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34. 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.

☐ Please confirm

*Response required

35. Cone of Silence Certification*

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

☐ Please confirm

*Response required

36. Bidder Affirmation*

Please download the below documents, complete, and upload.

- BIDDER_AFFIRMATION..pdf

*Response required

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37. Conflict of Interest Disclosure*
Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST_DISCLO...

*Response required

38. Required Affidavit Regarding the Use of Coercion for Labor and Services*
Please download the below documents, complete, and upload.

- Required_Affidavit_Regardin...

*Response required

39. Proposed Subcontractor Form*
Please download the below documents, complete, and upload.

- List_of_Proposed_Subcontrac...

*Response required

40. 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.

☐ Please confirm

*Response required

41. Veteran certification
Respondent 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

42. W9*
Request for Taxpayer Identification Number and Certification

*Response required

43. Proposer Insurance Attestation*
By submitting a proposal, the Proposer hereby attests that they have thoroughly reviewed the Minimum Insurance Requirements included in this Solicitation and confirm that they are able to obtain and maintain, at their sole cost, all required coverage in the types and minimum limits specified. Proposer further acknowledges that proof of the ability to obtain such coverage—such as a letter from their insurance carrier—must be submitted with the proposal, and that full, active coverage will be required upon award and prior to contract execution.
☐ Please confirm

*Response required

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EXHIBIT
B

The Christmas Palace Submittal 2026-19

Docusign Envelope ID: DF9818DC-72FC-80C6-8339-B0B6A27937E9

THE CHRISTMAS PALACE
EST. 1992

2026 Holiday PROGRAM

City of Doral

Holiday Lighting and Decor For City of Doral
8401 NW 53rd Terrace 2nd floor, Doral, FL 33166

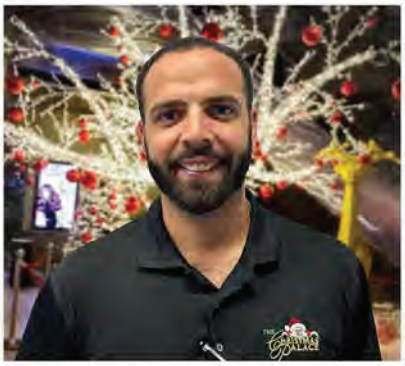
Docusign Envelope ID: DF9818DC-72FC-80C6-8339-B0B6A27937E9

General Business Information

Christmas Palace was founded in 1991 and was (Filed Prior under a Fictious Name). Christmas Palace has been in existence for at least (32) years under this name, providing assembly and disassembly of large-scale holiday decorations in good standing with a track record of performance. The company was formed and incorporated, and the date filed was 10/26/1991. The registered officer of the company is Jimmy Knips. We employ 50 employes year-round, with up to 200 during season.

Christmas Palace
9820 NW 77th Ave, Hialeah Gardens, FL 33016
(305) 558-5352

Brandon Knips - Vice-President
Direct Point of contact: Brandon Knips
954-673-9569 (Cell)
(305) 558-5352 (Office)
Santa@thechristmaspalace.com



Brandon Knips



Nicholas Caine
Director of Operations



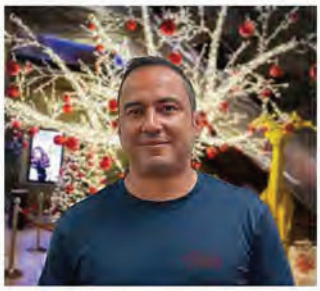
Kevin Truy
Install Manager



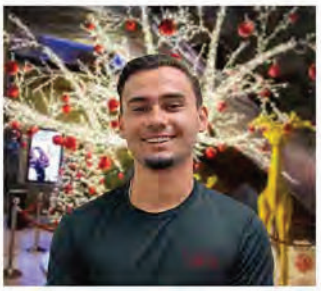
Eliezer Sanchez
Maintenance Manager



Inaki Contreras
Lead Graphic Designer



Yunier Mendoza
Main Electrician



Josue Sanabria
Main Installer

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Proposer's Experience

Brandon Knips - Vice-President

• Brandon Knips, current vice-president overseas all aspects of projects from design to implementation. Overseeing full operations, hands- on and passionate. Brandon has the knowledge and experience to bring individuals together to create one-of-a-kind holidays displays. Brandon's main goal is our rigorous training which starts in August and runs throughout the season. Service is our number one priority. Brandon Knips will be the main point of contact on this project. Brandon has spent countless hours working with the entire team to create this proposal. Brandon has been installing Lights for over 10 Years. Providing training and overseeing operations of installations daily for a safe environment and impeccable result for customers. Specialized in animated light displays and RBG lighting.

Direct point of contact: Brandon Knips
954-673-9569 (Cell) 305 558-5352 (Office) santa@thechristmaspalace.com

Kevin Truy - Install Manager

• Kevin Truy, Creating a safe and efficient installation. Managing operation for efficient and high-quality installation of lights and decoration. From the time our pieces get approved, his role comes into play ensuring all décor pieces have been maintained, manufactured and ready for install. Our Install Manager is responsible for pre-installation inspections, creating installation plans, overseeing the installs and all quality control inspections We have countless install crews that are all run by our install manager, after each project is complete, he works directly with our maintenance manager Eliezer to ensure everything is up and running, directly communicating with city/airport officials of any updates. Kevin Truy is on call 24/7 to answer any of our clients' questions and or concerns. He then provides a final green light and final install checklist once each project is complete.

Nicholas Caine - Director of Operations

• Nicholas is responsible to make sure all aspects of our company are running to allow us to create these one-of-a-kind displays. Nicholas has managed crews of up to 150 employees at a time bringing everyone together and becoming a team player to meet deadlines. Christmas palace runs 3 eight hour shifts to ensure we always have crews ready to meet any last-minute deadlines.

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Proposer's Experience

Inaki Contreras- Lead Designer

• Inaki is responsible for the creation and fabrication of all our custom displays and 3-D elements, Inaki overseas and directs a team of designers to ensure all The Christmas Palace décor meets our extremely high- quality standards while still bringing a one-of-a-kind display to your project. Design, consultation, illustration of holiday lighting and displays. An ability to accurately identify the needs of the client and illustrate design concepts for a clear presentation and understandable for the layperson and professional alike.

Eliezer Sanchez - Maintenance Manager

• Eliezer's main role during the holiday season is to ensure all displays are running smoothly. Eliezer is on call 24/7 during the holiday season as our clients are our number one priority. We always have a dedicated service team and service trucks ready to ensure a prompt repair time. Scheduled maintenance is done daily to limit the amount of down time.

Yunier Mendoza – Main Electrician

• Yunier with over 15 Years of electrical expertise is on call 24/7. As a full time, employee of The Christmas Palace, we can send out a dedicated team to fix any electrical issues without having to wait for subcontractors. Limiting the amount of down time by 70%.

Josue Sanabria - Main Installer

Josue has 6 years of experience in holiday lighting. He installed our first Large scale city project! Josue is most knowledgeable in all products and handles all custom installations or fabrications. He does what it takes to get the project done right.

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Client References

Aventura Mall: John Aleman
joaleman@turnberry.com
786-202-5768
2016- Current
We Have had the pleasure to work with Aventura Mall for the last 8 Years bringing the holiday spirit to guests and patrons. The Mall decorates over 400 trees in commercial Grade warm white Lighting, Lighting goes live yearly from October - February of each holiday season.

City of Coral Gables: Belkys Perez
bperez2@coralgables.com
305-460-5392
2023 - Current
In partnership with The Coral Gables Business improvement district and the City of Coral gables we were able to transform miracle Mile. With over 300 custom hanging ornament drops, 3 Oversized Holiday trees. 50 Custom Stars that were hung along the Date palms on Miracle mile. We transformed miracle mile into a holiday destination.

City of Pompano: Kate Belcher
kate.belcher@copbfl.com
954-786-4575
2023 - Current
We started working with the City of Pompano beach in 2023 to assist with the holiday decor and Tree lighting ceremonies. This has snowballed into multiple photo opportunities, 2 Oversized Christmas Trees 2 Interactive walk thru experiences and a Carriage for photo opportunities on the beach.

Southeast Centers: Ulises Chirino
ulises@secenters.com
305-216-0099
2012- Current
The Christmas palace has the pleasure to decorate various shopping centers for South East Centers. The holiday decor ranges from oversized holiday Christmas trees to endless streets of wrapped palms twinkling with commercial Grade LED Lighting

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Client References

City of Hialeah Gardens: Walter Dubon
wdubon@cityofhialeahgardens.com
305-205-6153
2022 - Current
We Started working with the city of Hialeah Gardens for a Yearly walk thru park experience. We were able to design an event around the cites budget and it has been a hit since the start! The display includes a 30 foot holiday tree, various wrapped trees and over 40 photo opportunities for kids and visitors to enjoy. The Park also includes photos with Santa which is a hit with all the children

Weston Town Center: Angie Paulson
apaulson@westonleasingfl.com
954-349-5900
2013- Current
Weston Town Center Transforms into a holiday Destination each Holiday Season. Weston town Center consists of over 50 wrapped trees and a 30 foot Holiday Christmas Tree, along with various Holiday Photo opportunities.

Boca Raton Innovation Campus: Giana Pacinelli
gpacinelli@crockerpartners.com
561-997-7111
2019 - Current
We are responsible for the Holiday Events at Bric yearly which include but not limited to multiple Interior lobby Installs, a 40 foot Holiday tree and various tree wrappings. We have had the pleasure to work with them for the past few years and the display continues to grow. We are so excited to show them the all NEW Holiday ornament package for the tree this holiday season

Miami dade County: Jenny Gorotiza
jenny.bonostro@miamidade.gov
305-636-2331
2021- Current
The Christmas Palace Decorates Multiple Oversized Christmas trees for Miami Dade County. Trees Vary in size from 20-30 Feet, Our Holiday trees are Fully Lit with LED Lighting. With our custom ornament packages our trees are set apart from the rest! Our trees are viewed by thousands of visitors yearly and truly bring a photo opportunity.

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Management Plan

The Christmas Palace and its team will provide:

- 1. On site power evaluations with the city's electrical engineers
- 2. Pre-planning meetings prior to commencement of work
- 3. Installation of all decors within the timeline set by this RFP
- 4. Inspection's post installation
- 5. Pre-check to make sure everything is working properly when turned on
- 6. On site management 7 days/times a week during the running of this program to inspect and make sure everything is working properly
- 7. 24 hour or less service for any normal outage
- 8. If there is wind damage or vandalism the city will be informed immediately, and a plan of correction will be determined
- 9. Removal at the timing requested by the city
- 10. Storage of items until the next holiday lighting season

We will work on each-and-every design (scope of work overview) to make sure it is exactly what the city would like.

Once the designs/scope of work are finalized, we will start production in house immediately at our Hialeah Headquarters. A production schedule will be made, and we will adhere to that production schedule. We will then create a delivery schedule of the goods and keep the city updated on all deliveries. Following manufacturing and refurbishment completion, an installation schedule will be set.

A team member will be in direct contact with the city throughout the process to ensure everyone is on the same page.

The Christmas Palace's team, a team from Miami. Directed by project manager Brandon Knips, and a compliance/management team lead by Nicholas Caine will all collaborate on the installation.

The Christmas Palace Owns over 20 Vehicles including pick-up trucks, box trucks, bucket trucks and large aerial equipment. The Christmas Palace also rents additional equipment as needed to ensure all projects are completed in a timely manner with the least disruption to the city.

We will spend time in November working with the city to provide a firm installation schedule. Installation will be all completed by the requested city provided dates. However, installation may begin sooner as we plan for early installation.

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Management Plan

We will have a full-time staff member on site weekly 7 days a week to inspect and send update e-mails to our manager, Kevin Truy, who routes for service. 7 days a weekly nightly, we will have a full-time member there to reset GFI's, handle plugs, connections, and timing issues. When a problem arises; the employee will immediately communicate information to our service manager who will then route the correct technician to correct the problem in a timely manner.

The Christmas Palace will schedule the project accordingly to be successful in reaching our goal of completion by the city requested dates. Our team will modify as necessary to ensure the end goal is achieved. We will have management on site throughout the install season. Kevin Truy will manage his install team, Brandon Knips and Nicholas Caine will manage the overall design aspect of the project, Josue Sanabria will manage the implementation of all 3-D decorations, tree wrapping, garland, wreath, decor and Walk-through experiences.

The Christmas Palace has carefully designed and reviewed this invitation to bid to stand out and represent City of Doral. We will incorporate our world-wide installation best practices to bring unique lighting, displays, and decor to City of Doral. We will work with the city to best schedule every portion of the installation.

Monitoring and Managing Implementation Schedules: Kevin Truy will oversee and manage all implementation schedules. Effective communication will be planned with the city to notify staff of all schedules, changes, and completions. All crews are trained, skilled, and experienced in holiday lighting and decorations.

Staffing Plans: The Christmas Palace, will manage and update all staff. Our head installation manager, Kevin Truy, will manage the install of all 3-D decoration and installation. The Christmas Palace, will manage all tree lighting, decorations, displays, as well as maintenance, service, and 7 days weekly inspections of all decorations and lights. With 24 hour or less service for any normal outages. All staff is properly trained and experienced in commercial lighting products and installation. Our team prides itself on reliable, expedient, and outstanding service. Preventive Maintenance: Our combined team will test all lighting and decorations prior to final installation completion. After completion, daily inspections will identify the correct technician to provide immediate response to complete any service. We will ensure all decorations and lighting are properly working.

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Management Plan

Trouble Shooting and Corrective Maintenance: Trained staff and technicians will be notified immediately upon completion of weekly inspections. The staff will ensure expedient response times to complete service or repairs.

Availability of Parts and Supplies: All decorations and lighting will be manufactured and shipped with spare parts. In the event of repair or replacement, the decoration will be replaced or corrected with the spare parts. Christmas Palace ensures all decoration is properly working for the holiday season. In the event of damaged parts that cannot be replaced, we will mmanufacture or order decoration in a timely manner for replacement.

Performance Monitoring and Metrics: Pre-completion testing will be reported to the city as well as any issues or changes based on installation. After completion, weekly inspections and reports will be shared with the city. A detailed description of all decorations and its status will be shared with the city. A timeline for any repair will be noted in the report.

All décor will be stored at our vast 70,000 SQFT location, located at 9820 NW 77th Ave, Hialeah Gardens, FL 33016.

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Past Projects





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Past Projects







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Past Projects







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