# CITY OF DORAL



# Request for Proposals

RFP No. 2021-04

# Youth Soccer Program Management

## **TABLE OF CONTENTS**

- 1.0 GENERAL CONDITIONS
- 2.0 SPECIAL CONDITIONS
- 3.0 TECHNICAL SPECIFICATIONS
- 4.0 BID FORM
- 5.0 REQUIRED FORMS & DELIVERABLES
  - EXHIBIT A: MINIMUM INSURANCE REQUIREMENTS
  - EXHIBIT B: PROGRAM REQUEST FORM
  - EXHIBIT C: PAYOUT FORM
  - EXHIBIT D: FIELD LOCATIONS
  - EXHIBIT E: PROGRAM ASSESMENTS FORM
  - EXHIBIT F: BACKGROUND CHECK RELEASE FORM
  - EXHIBIT G: WAIVER & RELEASE OF LIABILITY
  - EXHIBIT H: APPROVED ID BADGE (EXAMPLE)



# **City of Doral**

# Request for Proposal Youth Soccer Program Management RFP No. 2021-04

NOTICE: Pursuant to Article V of the City's Code of Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received until 10:00 am on February 26<sup>th</sup>, 2021. The submittals shall be clearly marked "RFP No. 2021-04 – Youth Soccer Program Management".

All submittals shall be publicly opened and recorded on \*\*February 26th, 2021 at 10:00 A.M.\*\* Late submittals shall <u>not</u> be accepted or considered.

Proposals must be submitted electronically through **DemandStar** or **Vendor Registry** by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

Solicitations may be found via the City of Doral website (<u>www.cityofdoral.com</u>) under Procurement, via <u>Vendor Registry</u> and via <u>Onvia DemandStar</u>, central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

#### **PROJECT OVERVIEW**

The City of Doral is requesting proposals from parties to provide youth soccer program management.

The City intends to use the Proposals submitted in response to this RFP to rank order the Proposers according to the most qualified and to then initiate contract negotiations with the top ranked Proposer. The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Proposer. The selected Proposer shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

All inquiries must reference RFP No. 2021-04 – Youth Soccer Program Management in the subject line and should be directed to the following email at procurement@cityofdoral.com. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Invitation for Bid is as follows:

**Mandatory Pre-Bid Meeting:** 

February 9th, 2021 at 10:00 A.M. EST.

From your computer, tablet or smartphone <a href="https://global.gotomeeting.com/join/299853445">https://global.gotomeeting.com/join/299853445</a>

United States: +1 (571) 317-3112 Access Code: 299-853-445

**Cut-off Date for Questions:** 

February 16<sup>th</sup>, 2021 at 5:00 P.M. EST.

**Deadline for Submittals and Opening of Bids:** 

February 26<sup>th</sup>, 2021 at 10:00 A.M. EST. From your computer, tablet or smartphone

https://global.gotomeeting.com/join/577785357

United States: +1 (872) 240-3311 Access Code: 577-785-357

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

# SECTION 1 GENERAL TERMS AND CONDITIONS

#### 1.1 **DEFINITIONS**

#### (i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

#### **Procurement Division**

The Division responsible for handling procurement-related issues within the City.

#### **Departments**

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

#### Authorized Representative

The user Department's contacts for interaction regarding contract administration.

#### (ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

#### Proposer/Contractor/Submitter

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

#### Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

#### (iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

#### 1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

#### (i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage If necessary, a new RFP opening date may be established by addendum.

#### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

#### 1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

#### 1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

#### 1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

## 1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities,

and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

#### 1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

#### 1.9 SUBMISSION OF PROPOSAL

#### (i) <u>Incurred Expenses</u>

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

#### (ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

#### (iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

#### (iv) <u>Bid Acknowledgment</u>

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

#### (v) <u>Acceptance/Rejection/Modification to Submittals</u>

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

#### (vi) Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

#### (vii) Alternate Proposals/ Statement/ Proposals

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

#### (viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

#### (ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

#### 1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

**Environment Protection Agency (EPA)** 

**Uniform Commercial Code (Florida Statutes, Chapter 672)** 

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

**National Forest Products Association (NFPA)** 

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation City of Doral, City Ordinance No. 2004-03 Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

#### 1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

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

- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP:
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

#### 1.12 Florida Government in the SUNSHINE LAW

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

#### 1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

#### 1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

#### 1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

#### 1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

#### 1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

#### 1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

## 1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

#### 1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

#### 1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

#### 1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

#### 1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

#### 1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.
  - The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its employees, Officers. agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

### 1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

#### 1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

**END OF SECTION 1** 

# SECTION 2 SPECIAL CONDITIONS

#### 2.1 PURPOSE

The City of Doral is requesting proposals from parties capable of providing youth soccer program management at City of Doral facilities. Youth soccer program management entails organizational and administrative duties including but not limited to registration of participants, being financially responsible and accountable, coaching and mentoring within the sport of soccer, purchasing of equipment and uniforms, providing a high level of customer service, working in partnership with the City, etc.

#### 2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

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

- 2.2.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for two years. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
- 2.2.2 Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.2.3 Proposers must have three (3) years of experience in managing youth soccer services; preferably two years (2) with a government entity in Florida. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive.
- 2.2.4 The Proposer may be affiliated to a league/ organization. The City does not have a preferred league to participate in.
- 2.2.5 The Proposer's main area of focus must be youth soccer program management.

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

#### 2.3 LICENSING

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via <a href="www.sunbiz.org">www.sunbiz.org</a>. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

#### 2.4 PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal Conference will be held on Tuesday, February 9<sup>th</sup>, 2021 at 10:00 a.m. via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is Mandatory.

#### February 9th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone https://global.gotomeeting.com/join/299853445

You can also dial in using your phone: United States: +1 (571) 317-3112

Access Code: 299-853-445

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

#### 2.5 TERM OF CONTRACT

The City and the Awarded Proposer 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 Proposer 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 Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a maximum total of five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

#### 2.6 PRICING

If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

#### 2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

#### 2.8 METHOD OF AWARD

The City will open all submittals received at the time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, will be taken into consideration in the Award of the Agreement.

It is the City's intention to recommend two (2) proposers for award. Upon approval by the City Council, a contract shall be awarded the Proposer(s) selected as the most responsible, responsive

Proposer meeting all selection criteria. The City reserves the right to award more or less firms. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City's selection committee will evaluate proposals and will select the two (2) Proposers which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

**PHASE I -** An Evaluation Committee, appointed and approved by the City Manager's Office, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

#### **EVALUATION CRITERIA – PHASE I**

EVALUATION CRITERIA FOR RFP		
Criteria	Description	Points
1	Experience and Credentials in Managing/Coaching Youth Soccer	35
2	Understanding and Responsiveness to Scope of Services	30
3	Pricing for Services Offered	30
4	One Year of Experience with a Government Entity	5
	Total Points	100

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

**PHASE II** — The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

#### PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described to determine the top ranked firm/individual.

#### **EVALUATION CRITERIA - PHASE II**

EVALUATION CRITERIA FOR RFP		
Criteria	Description	Points
1	Experience of the Firms/ Individuals	35
2	Understanding and Responsiveness to Scope of Services	35
3	Presentation	30
	Total Points	100

#### 2.9 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding two contracts but reserves the right to award one or more than two if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

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

#### **2.10 DUE DATE**

All Bids are due no later than **Friday**, **February 26**<sup>th</sup>, **2021 at 10:00 A.M. EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

#### February 26th, 2021 at 10:00 A.M.

From your computer, tablet or smartphone

https://global.gotomeeting.com/join/577785357

You can also dial in using your phone: United States: +1 (872) 240-3311

Access Code: 577-785-357

New to GoToMeeting? Get the app now and be ready when your first meeting starts: https://global.gotomeeting.com/install/577785357

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely upload of submittal. The City will not responsible for any technical difficulties. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

## SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

#### 2.11 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: 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. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such

insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

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

#### 2.12 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

#### 2.13 INOUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>. All inquiries must have in the subject line the following: RFP No. 2021-04 — Youth Soccer Program Management. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before 5:00 PM on Tuesday, February 16<sup>th</sup>, 2021. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

#### 2.14 <u>ATTACHED FORMS</u>

#### 2.14.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

#### 2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

#### 2.14.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C 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 shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

#### 2.14.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

#### 2.14.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section

5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

#### 2.15 <u>VERIFICATION OF INFORMATION</u>

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter's ability to perform under this solicitation. The City shall be sole judge of a submitter's ability to perform and its decision shall be final.

#### 2.16 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

#### 2.17 <u>ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES</u>

- 2.17.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.
- 2.17.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

#### 2.18 BACKGROUND INFORMATION

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

#### 2.19 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

#### 2.20 PAYMENT/ INVOICES

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

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

#### 2.21 RELATED EXPENSES/TRAVEL EXPENSES

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

**END OF SECTION 2** 

# SECTION 3 SCOPE OF SERVICES

#### 3.1 **SCOPE OF SERVICES**

The City of Doral is requesting proposals from parties and/or organizations capable of providing youth soccer program management.

- 3.1.1 The designation of the Provider to operate the City's youth soccer program does not entitle the Provider to any exclusivity and the City reserves the right to select other organizations and/or entities to operate soccer-related programs in the City's parks.
- 3.1.2 The Proposer may be affiliated to a league/organization. The City does not have a preferred league to participate in.
- 3.1.3 The program maximum capacity will be designated by the city based on field space at the designated facility.

#### 3.2 REVENUE/COMPENSATION

To meet the requirements of this Request for Proposals, the provider(s) shall be responsible for the following, but not limited to:

- 3.2.1 The City shall be entitled to twenty-five to thirty percent (25% to 30%) of revenue collected by the Provider. This includes, but is not limited to, registration fees, clinic and group training fees, and registration fees from approved provider hosted tournaments.
- 3.2.2 The Provider is responsible for handling all registration. The Provider shall submit payments to the City at the end of the month, quarterly or season, whichever is applicable. Payment to the City must be made in the form of a check made payable to: City of Doral. Payment to the City must be made within fourteen (14) calendar days at the end of the month, quarter, or season. The City shall assess a \$750 late fee on payments not received within fourteen (14) days after the month, quarter, or season. The Provider may also be assessed an additional \$750 late fee on payments not received within thirty (30) days after month, quarter, or season. All payments to the City shall include a detailed accounting of all revenues and participant's registration form as provided for in "Exhibit C" of this Request for Proposal.
- 3.2.3 The fee charged to each participant will be described as in the Program Request Form for such class for residents of Doral and 20% more for non-residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City. Provider may not charge more than the approved rate listed in the Proposal and on **Exhibit "C"**. Any changes

in pricing and/or payment processes or payment options must be approved by the City prior to implementation.

- 3.2.3.1 Non-resident rates or fees **shall** be charged to program participants that do not reside in the City of Doral **AND/OR** reside within any incorporated communities in Miami-Dade County.
- 3.2.3.2 Non-resident rates or fees **shall not** be charged to program participants that reside within any of the unincorporated communities of Miami-Dade County. The Provider understands this clause exists because of special conditions outlined in the transfer agreements between Miami-Dade County and the City of Doral.
- 3.2.4 Any adjustments to pricing such as financial hardships, discounts, early registration pricing etc. must be approved by the City prior to implementation.
- 3.2.5 Non-residents cannot exceed twenty-five (25%) percent of the full league roster unless specifically authorized by the Parks and Recreation Director or designee.
- 3.2.6 The Provider shall be responsible for the paying of all taxes and fees as mandated by the City of Doral, Miami-Dade County, the state of Florida, and federal law.
- 3.2.7 The Provider shall provide the City with monthly financial reports including, but not limited to, debits, credits, and current balance(s).
- 3.2.8 For each year under this Agreement, the Provider agrees to conduct a full financial audit or an agreed upon procedures financial report, which will be decided by the City. The process shall be conducted by an independent party qualified to render such a report and approved by the City. This report is a means of providing a reasonable basis for the City to place reliance on financial statements and list fairness and accuracy of revenue and expenditures. The report shall be provided to the Director of Parks & Recreation no later than December 31st each year. All costs and expenses associated therewith shall be the sole responsibility of the Provider.

#### 3.3 FACILITIES

To meet the requirements of this Request for Proposals, the provider(s) shall be responsible for the following, but not limited to:

3.3.1 "City Facilities" shall be defined as all facilities owned and operated by the City of Doral as outlined in **Exhibit** "**D**". The City reserves the right to add or delete locations from the **Exhibit** "**D**" at any time during the duration of this agreement.

- 3.3.2 "Third Party Facilities" shall be defined as all facilities owned and operated by other government agencies or private organizations as outlined in **Exhibit "D"**. The City reserves the right to add or delete locations from the **Exhibit "D"** at any time during the duration of this agreement.
- 3.3.3 The parties agree that activities sanctioned and/or operated by the City shall have priority for use of said facilities, notwithstanding any other provisions in the agreement.
- 3.3.4 The Provider shall be knowledgeable, adhere to and enforce all City park rules and regulations as well as any other third-party facilities rules to ensure the safe and proper usage of such facilities.
- 3.3.5 The City reserves the right to add or change game and practice locations as required to ensure the proper operation of the league.
- 3.3.6 The Provider will have non-exclusive use of City Facilities to accommodate regular season play and/or continuation of Provider league play, tournaments, etc.
- 3.3.7 The Provider shall accept City facilities in 'as-is' condition and shall be responsible for an inspection and/or assessment of the facility conditions. The Provider shall document and report any issues and/or safety concerns to the supervisor on-duty at the facility in a time efficient manner.
- 3.3.8 The Provider shall not make any permanent or temporary alterations, improvements or additions to City Facilities, or City affiliated facilities without prior written approval from the Parks & Recreation Director or designee. If approved, the provider would be responsible for the cost of any alterations.
- 3.3.9 The Provider shall remove any temporary alterations, improvements, or additions to City facilities, or City affiliated facilities at the conclusion of the contract term unless noted otherwise in written form by the Parks & Recreation Director or designee.
- 3.3.10 The City shall be responsible for reasonable maintenance of City Facilities during the term and shall maintain the City Facilities in a safe, clean and neat condition. However, the Provider shall ensure that all garbage found in the dugouts, on and around the fields, is collected and properly disposed at the conclusion of each game, practice or league sanctioned activity.
- 3.3.11 Provider shall be responsible for any maintenance or repairs resulting from damages caused by Provider or its employees, agents, guests, invitees, participants and spectators.

- 3.3.12 The Provider shall limit registration and play in accordance with available facilities authorized by the City and agrees not to make demands for additional facilities which are not available or do not exist with the City.
- 3.3.13 The Provider shall not sublet or rent out any City or Third-Party Facilities to other organizations without prior approval from the City.
- 3.3.14 The Provider understands that the City has negotiated and entered into joint-use agreements with the Third-Party Facilities outlined in this RFP. The Provider shall ensure that any activities conducted at these facilities do not negatively affect the working relationship the City has developed with these Third-Party Facilities. Failure to comply with this section shall be grounds for the termination of this agreement.
- 3.3.15 The Provider shall not partner with a third partner to offer program services at City/Third Party Facilities without the prior written consent of the City.
- 3.3.16 The Provider shall be responsible for the storage and maintenance of all league equipment. The City shall approve all equipment stored by the Provider at all City Facilities. The Provider assumes the responsibility for any equipment stored at City/Third Party Facilities. The Provider understands that the City may add or delete space as deemed necessary to guarantee the successful operation of other City programming.
- 3.3.17 In the event of inclement weather, City staff will have the final determination as to whether the fields are in safe and playable condition. The City of Doral will make a reasonable effort to have the fields ready for play without sacrificing the safety of City staff and participating patrons. This is to include the use of dry agents as well as alternate means used during field preparations.
- 3.3.18 The Provider shall remain in good standing for each portion of the program quality assessment & evaluation. (see Exhibit "E").

#### 3.4 <u>LEAGUE OPERATIONS</u>

- 3.4.1 The Provider shall submit **Exhibit "C"** with the proposed pricing for youth soccer programming. The Provider shall reference Section 2.6 of the RFP for all the terms of conditions regarding pricing.
- 3.4.2 The Provider shall provide to the City a copy of the bylaws, rules/ regulations and or constitution that governs the operations of the program.
- 3.4.3 The Provider shall notify the City of any changes made to any organizational, management, or programming thirty (30) days prior to the implementation of the changes.

- 3.4.4 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills. The City will assist in advertising and promotion the program including, but not limited to, the City's website, electronic and paper publications, Doral TV, and social media outlets.
- 3.4.5 The Provider shall submit to the City, prior to the beginning of the league season(s), a schedule of registration dates, try-out dates, field practices, batting cage practice, games, and subsequent make-up games for the entire season at a minimum of thirty (30) days prior to the commencement of the season to allow for coordination in a timely matter.
- 3.4.6 Prior to the commencement of each season, tournament, or any other league organized activity the Provider shall submit to the City a list of players and coaches from every team with basic information (full names, full names of guardians, whether participant is a resident or non-resident, addresses, phone numbers, dates of birth, etc.)
- 3.4.7 The Provider shall schedule all practices and games to ensure the conclusion by the posted closing times at each facility.
- 3.4.8 The Provider shall at their own expense provide each team coach with all equipment necessary for practices and games.
- 3.4.9 The Provider shall ensure that all equipment and uniforms meet safety guidelines based on program and/or affiliated league specifications.
- 3.4.10 The Provider shall at their own cost provide uniforms for all staff, volunteers, and players participating in the program. Uniforms should be consistent and easily to identify and differentiate between staff, volunteers, and players.
- 3.4.11 The City shall reserve the right to approve or reject uniforms and equipment to ensure safety and quality.
- 3.4.12 The Provider shall conduct a minimum of one (1) public meeting per season and agrees to notify all parents of registered participants of the Provider and City when such public meeting(s) involve Provider matters. These meetings shall take place prior to the start of the season for each of the seasons that the program is offered. The Provider shall also conduct one (1) coaches' meeting per season.
- 3.4.13 The Provider shall monitor and control all program participants, including, but not limited to players, coaches, umpires, volunteers, spectators, guests and invitees while City, City associated, and offsite facilities. Adhering to standards of conduct and disciplinary

penalties and/or action as may be necessary to ensure a safe and amicable environment for participants, spectators, guests, invitees and other patrons.

- 3.4.14 The Provider shall have the opportunity to propose tournaments throughout the calendar year. The Provider shall submit to the City a proposal outlining the proposed dates, times, locations, number of total games, pricing, and age groups no later than sixty 60 days prior to the proposed commencement of the tournament. The City reserves the right to approve or deny all requests for tournaments to be held at any City/Third Party Facility. The City shall receive 20%-30% of all tournament registration fees.
- 3.4.15 Any tournaments proposed/ hosted by a third-party organizer must go through the City's outdoor event permit process.

#### 3.5 STAFFING AND VOLUNTEERS

The following table represents the City of Doral usage requirements for sports official services

- 3.5.1 The Provider shall recruit, train, and assign staff and or volunteers to perform all tasks associated with conducting a youth soccer program. These staff or volunteers shall include coaches, game officials (referees), scoreboard operators, scorekeepers, team parents, and site supervisors.
- 3.5.2 The Provider shall conduct a coaches' clinic for all program coaches at the beginning of each season.
- If the Provider will be providing Services directly with minor children without parental 3.5.3 supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level I screening standards. The City will furnish the Provider with a background release form (Exhibit "F") for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will be in the presence of a child to be submitted to City's predetermined vendor/provider for processing. A Consent and Release Form to conduct a criminal background must be executed by any of Provider's employees or any individual who will come in contact with a child at the City through Provider or at Provider's direction, authorizing the City to conduct an inquiry. The result of the inquiry may be deemed acceptable by the City in its sole and complete discretion. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings. If the Provider has recently had a background screening conducted by another agency (Ex: Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "G").

- 3.5.4 The City will provide the cleared coaches with ID Badges (Exhibit "H") that are required to be worn during all games, practices, and other league activities. A person will not be allowed to participate in any practices, games, or other league activities without an ID badge. Furthermore, Provider shall assign staff who have successfully passed a background check to supervise all team practices and games involving teams whose coach has not yet passed the required background check.
- 3.5.5 The Provider's overall program shall include guidelines for safety as well as guidelines for the conduct of league officials in interfacing with the public and City officials. Specifically, abusive language and/or profanity is unacceptable and will not be tolerated, and nothing less than a professional demeanor will be expected. Disciplinary action by the City may include, but not be limited to, suspension of violators from City and Third-Party Facilities for a term at the discretion of the Parks and Recreation Director or designee.
- 3.5.6 The Provider shall adhere to City guidelines regarding incidents that occur involving participants, staff, and/or patrons.
- 3.5.7 The City reserves the right to bar any of the Provider's employees, coaches, volunteers, vendors and any other third parties from performing work at all facilities for any inappropriate behavior that does not adhere to guidelines established by the City.

#### 3.6 SPONSORSHIP/ FUNDRAISING/ FINANCIAL AID-SCHOLARSHIPS

- 3.6.1 The Provider shall be authorized to implement a fundraising and sponsorship program. All fundraising and sponsorship programs including sponsor benefits must adhere to City sponsorship guidelines. The City shall review and approve all fundraising and sponsorship programs prior to implementation.
- 3.6.2 The Provider shall be required to make available a set amount/percentage of revenue dollars for Financial Aid/Scholarships to be used for Doral Residents with financial hardships so that they are able to participate in the programs. The amount and criteria will be agreed upon by the provider and Parks & Recreation Department once awarded.

#### 3.7 SUBMITTAL FORMAT

The following items shall be required submittals as part of the proposal as described in Section 3. Failure to submit any of the items described in this section will result in a proposal scoring as nonresponsive. This list does not include any submittals required in other sections of this RFP. The format outlined below shall serve as a means for Proposers to organize how information is presented to the City in submitted proposals.

o TAB 1: Executive Summary describing your organization's goals and expected outcomes

and a brief history of the organization. Limit to two (2) pages.

- TAB 2: The Proposer must provide to the City a copy of all resumes for staff including ownership, management, administration, and coaches outlining qualifications as part of the proposal.
- o **TAB 3:** List of all professional certifications, league affiliations and memberships held by the Proposer.
- o **TAB 4:** Written narrative of at least three (3) years of experience managing youth soccer programs. Proposer shall also supply a contact list of the government/private entities they have provided services for which includes the organization's name, telephone number, and email address of the contact person for each entity. Limit to two (2) pages.
- o **TAB 5:** The Provider shall provide to the City a copy of the bylaws, regulations, policies and or constitution that governs the operations of the proposed program.
- o **TAB 6:** Written narrative not to exceed five (5) pages of all proposed programming. This shall include information on all seasons, tournaments, clinics, awards ceremony and any other event or activities offered. Additionally, registration / monthly pricing, uniform fees, payment options and registration process must also be included.
- o TAB 7: Program Request Form as provided in Exhibit "B".
- TAB 8: A detailed list of all equipment and uniforms that will be provided to each team for season play.
- o **TAB 9:** Audited Financial Statement and litigation history.
- o **TAB 10:** All required forms referenced herein.

#### **3.8** F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

#### 3.9 CONTRACT CANCELLATION

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager. In the case of cancellation by the Awarded proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

# 3.10 <u>COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA)</u> <u>STANDARDS</u>

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful Proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful Proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

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

#### 3.11 <u>REFERENCES</u>

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

## **SECTION 4**

#### PROPOSAL SUBMITTAL FORM RFP No. 2021-04

THIS PROPOSAL IS SUBMITTED TO:

City of Doral 8401 NW 53<sup>rd</sup> Terrace Doral, Florida 33166

- 1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
- 2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
- 3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

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

- (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
- 4. 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.
- 5. 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.
- 6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

Bidder:	
Address:	
Address.	 
Telephone	 
Facsimile Number	 
Attention:	

7. Communications concerning this Proposal shall be addressed to:

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

## **STATEMENT**

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY,20	<u>-</u> •
Person Authorized to sign Proposal:	(Signature)
	(Print Name)
	(Title)
Company Name:	
Company Address:	
Phone:	
Fax:	
Fmail:	



## CITY OF DORAL PROCUREMENT RFP REFERENCE SURVEY RFP. NO. 2021-04

Youth Soccer Program Management

FR	OM:		TO: PROCUREMENT	ΓMANAGER	
CO	MPANY:		DUE DATE: Februar	ry 26 <sup>th</sup> , 2021	
PH	ONE NO.:		TOTAL #. OF PAGES	S: 1	
FA	X NO.		PH. #: 305-593-6725 I	EXT. 4003 / 4006	
EM	IAIL:		EMAIL:procurement@	vcityofdoral.com	
SU	BJECT:	Reference for work completed regarding youth s	soccer program management		
	ditional Details:				
A c bel City	you (identified above the City of Down program management of the complete copy of the ow.  y of Doral - Bid Opporture of the copy of Doral - Bid Opporture of Doral - Bid O	e solicitation document can be obtained via the City	rganizations capable of prov	iding youth soccer	
Co	mpany you are provi	iding a reference for:	Indicate:	"YES" or "NO"	
1.	Was the scope of w	vork performed similar in nature?	mulcate.	TES OF NO	
2.	· · ·				
3.					
4.					
5.					
6.					
7.	7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work				
	performance, considerate from 1 to 10 (10 be	dering professionalism, final product, personnel, reing the highest)	esources.		
8.	If the opportunity v	vere to present itself, would you rehire this compa	ny?		
9.	Please provide any	additional comments pertinent to this company ar	nd the work performed for yo	u:	
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:					
Tanya Donigan – <u>Procurement@cityofdoral.com</u> Subject: Reference for RFP No. 2021-04					
		Subject. Reference for RFF NO. 20	J		
	Reference Print Na	me			
	Reference Title		Reference Signature		

# SECTION 5 FORMS / DELIVERABLES

## THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

## BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

#### LIST OF ATTACHED FORMS:

- Proposal Submittal Form
- o RFP Reference Survey
- Statement of No Response
- o Bidder Information Worksheet
- o Bidder Qualification Statement
- o Business Entity Affidavit
- Non-Collusion Affidavit
- o No Contingency Affidavit
- o Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- o Public Entity Crimes (Sworn Statement)
- o Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- o Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- o <u>IRS Form W-9</u> Request for Taxpayer Identification Number and Certification

# STATEMENT OF NO RESPONSE RFP No. 2021-04

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME:	
ADDRESS:	
ELEPHONE:	
IGNATURE:	
DATE:	
Ve, the undersigned have declined to submit a Bid on the above because of the following reasons:	
Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below)	7
Insufficient time to respond  We do not offer this product, service or an equivalent	
Our schedule would not permit us to perform	
Unable to meet bond requirements  Specifications unclear (cycloin below)	
Specifications unclear (explain below) Other (specify below)	
other (specify obtain)	
EMARKS:	

# BIDDER INFORMATION WORKSHEET RFP No. 2021-04

COMPANY/AGENCY/FIRM	I NAME:	
ADDRESS:		
BUSINESS EMAIL ADDRES	SS:	PHONE No.:
CONTACT PERSON & TITI	LE:	
CONTACT EMAIL ADDRES	SS:	PHONE No.:
BUSINESS HOURS:		
BUSINESS LEGAL STATUS LLC	S: (circle one) CORPOR	ATION / PARTNERSHIP/JOINT VENTURE /
BUSINESS IS A: (circle one) PA	ARENT / SUBSIDIA	RY / OTHER
DATE BUSINESS WAS ORG	GANIZED/INCORPO	ORATED:
ADDRESS OF OFFICE WHI		BE DONE FOR THIS PROJECT
INDIVIDUALS(S) AUTHOR	IZED TO MAKE RI	EPRESENTATIONS FOR THE BIDDER:
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
(First, Last Name)	(Title)	(Contact Phone Number)
SIGNATURE:		DATE:
PRINT NAME:		

### **BIDDER QUALIFICATION STATEMENT**

#### RFP No. 2021-04

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

The following minimum experience is required for this project as specified in Section 2.

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:	To:
	Project Description		
2.	Project Name/Location	_	
	Owner Name	-	
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		

	Dates of Contract	From:	To:
	Project Description		
3.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:	To:
	Project Description		
4.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:	To:
	Project Description		

			<del></del>
5.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:	To:
	Project Description		

## BUSINESS ENTITY AFFIDAVIT (VENDOR / BIDDER DISCLOSURE)

## RFP No. 2021-04

I,				_, being first du	ly sworn state:
	l legal name and business are City of Doral ("City") are	<del>-</del>	·	_	_
FEDERAL	EMPLOYER IDENTIFICATION NUM	MBER (IF NONE, SOCIAL SECU	RITY NUMBER)		
Name of	Entity, Individual, Partners, or C	Corporation			
Doing bu	usiness as, if same as above, leav	e blank			
STREET A	ADDRESS	SUITE	CITY	STATE	ZIP CODE
1.	If the contact or business address shall be provided f or indirectly five percent (transaction is with a trust, t each beneficiary. All such as follows:	transaction is with a coor each officer and direction of the coordinate the full legal name and	ector and each orporation's sto address shall b	stockholder who ock. If the contr be provided for e	holds directly act or business ach trustee and
	Full Legal Name	Address		Own	<u>ership</u>
					%
					%
	The full legal names and be material men, suppliers, lequitable, beneficial or other Office addresses are not ac	aborers, or lenders) verwise) in the contract	who have, or	will have, any	interest (legal,

Signature of Affiant	Date
Printed Name of Affiant	
The foregoing instrument was acknowledged before me,	
notarization, this, day of,,	(year), by
who is personally known to me or who has produced a F	lorida driver's license as identification.
Personally known	_
OR	
Produced identification	_
Notary Public-State of	-
My	commission expires:
Type of Identification	
Printed, typed, or stamped commi	ssioned name of Notary Public

### NON-COLLUSION AFFIDAVIT RFP No. 2021-04

	) SS
Count	) SS y of)
	ORE ME, the undersigned authority, personally appeared, who, after gluly sworn, deposes and states that all of the facts herein are true:
(1)	He/She/They is/are the
	(Owner, Partner, Officer, Representative or Agent) of, the BIDDER that has submitted the attached Bid;
(2)	He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
FUR	THER AFFIANT SAYETH NOT
	By:
	Print Name:
The fo	regoing Affidavit was acknowledged before me, by means of $\Box$ physical presence or $\Box$ online notarization
	day of,(year), by
	personally known to me or who has produced a Florida driver's license as identification.

Personally known	
OR	
Produced Identification	Type of Identification
Notary Public-State of	-
My commission number:	My commission expires:
Printed, typed, or stamped commissioned to	name of Notary Public
[Notary Seal]	
Signature:	

### NO CONTINGENCY AFFIDAVIT RFP No. 2021-04

	of) ) SS	
Count	y of)	
	<b>DRE ME</b> , the undersigned authority, poduly sworn, deposes and states that all of	ersonally appeared, who, after f the facts herein are true:
(1)	He/She/They is/areAgent) of	Owner, Partner, Officer, Representative or, the BIDDER that has submitted the attached Bid
(2)	Bidder warrants that neither it, nor any principal, employee, agent, representative or family member h promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent representative has procured, or attempted to procure, this contract in violation of any of the provision of the Miami-Dade County conflict of interest and code of ethics ordinances; and	
(3)		ation of this warranty may result in the termination of the contract paid, to the Firm, if the Firm is chosen for performance of the
FUR	THER AFFIANT SAYETH NOT	By:
		Print Name:
The f	oregoing Affidavit was acknowledged	d before me, by means of □ physical presence or □ online
notari	ization, this day of	,(year), by
		produced a Florida driver's license as identification.
OR	nally known	_
Produ	aced Identification	Notary Public- State of
Му с	ommission expires:	
	Printed typed or stamped commiss	rioned name of Notary Public

# AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT RFP No. 2021-04

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Doral, Florida by: \_\_\_\_\_ (print individual's name and title) for: \_\_\_\_\_ (print name of entity submitting sworn statement) whose business address is: and (if applicable) its Federal Employer Number (FEIN) is: (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_-\_\_\_.) I, being duly first sworn state: That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction. The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631. **SIGNATURE** The foregoing Affidavit was acknowledged before me, by means of  $\square$  physical presence or  $\square$  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_(year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification. Personally known

Produced Identification	Notary Public- State of
My commission expires:	
Printed, typed, or stamped commiss	sioned name of Notary Public

# SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES RFP No. 2021-04

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to	
by		
for		
whose	business address is	
and (i	applicable) its Federal Employer Identification number (FEIN) is	(IF the entity
had no	FEIN, include the Social Security Number of the individual signing this sworn	
statem	ent:	

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

	atement, nor any of its officers, directors, executives, partners, are active in the management of the entity, nor any affiliate of a public entity crime subsequent to July 1, 1989.
	t, or one or more of its officers, directors, executives, partners, are active in the management of the entity, or an affiliate of a public entity crime subsequent to July 1, 1989.
shareholders, employees, members, or agents who the entity has been charged with and convicted of there has been a subsequent proceeding before Administrative Hearings and the Final Order enter Administrative Hearings and the Final Order enter	t, or one or more of its officers, directors, executives, partners, are active in the management of the entity, or an affiliate of a public entity crime subsequent to July 1, 1989. However, a Hearing Officer of the State of Florida, Division of red by the Hearing Officer of the State of Florida, Division of red by the Hearing Officer determined that it was not in the worn statement on the convicted vendor list. (Attach a copy of
THE PUBLIC ENTITY IDENTIFIED IN PARACONLY AND, THAT THIS FORM IS VALID TH WHICH IT IS FILED. I ALSO UNDERSTAN ENTITY PRIOR TO ENTERING INTO A COM-	F THIS FORM TO THE CONTRACTING OFFICER FOR GRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ROUGH DECEMBER 31 OF THE CALENDAR YEAR IN D THAT I AM REQUIRED TO INFORM THE PUBLIC STRACT IN EXCESS OF THE THRESHOLD AMOUNT FATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN DRM.
By:	
(Printed Name)	
(Title)	
	efore me, by means of $\square$ physical presence or $\square$ online,(year), by
	oduced a Florida driver's license as identification.
Personally knownOR	vadeed a Frortal driver's needse as identification.
Produced Identification	Notary Public- State of
My commission expires:	
Printed, typed, or stamped commission	ad name of Notary Public
riniea, typea, or stamped commission	ed hame of Notary Public

### DRUG-FREE WORKPLACE PROGRAM RFP No. 2021-04

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that does: (Name of Firm) 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. 2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction. 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. 6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. Name and Title Date Signature

City, State, Zip code

Firm

Street address

## COPELAND ACT ANTI-KICKBACK AFFIDAVIT RFP No. 2021-04

}SS:	
COUNTY OF }	
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be particle employees of the City of Doral, its elected officials, and or it consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of member of the corporation.	ts design
By:	
Title:	
The foregoing Affidavit was acknowledged before me, by means of □ physical presence or □ online note this day of,(year), by who is personally known to me or who has produced a Florida driver's license as identification.	arization,
Personally known	
OR	
Produced Identification Type of Identification Notary Public-State of	
My commission number: My commission expires:	
Printed, typed, or stamped commissioned name of Notary Public  [Notary Seal]	

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION RFP No. 2021-04

I,	
(Individual's Name)	(Title)
of the(Name of Com	, do hereby certify that
(Name of Com	pany)
I have read and understand the Compliance forth under sub-section 2.14.3 of this docum	with Equal Employment Opportunity requirements set nent.
Attachment of this executed form, as such, i	s required to complete a valid bid.
Individual's Signature	
Date	

## CONE OF SILENCE CERTIFICATION RFP No. 2021-04

of the
of the, do hereby certify that (Name of Company)
of the, do hereby certify that (Name of Company)
(Name of Company)
I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.
Attachment of this executed form, as such, is required to complete a valid bid.
Individual's Signature
individual 5 Signature
Date

## TIE BIDS CERTIFICATION RFP No. 2021-04

Ι,	,
(Individual's Name)	(Title)
of the(Name of Com	, do hereby certify that mpany)
I have read and understand the requirement 2.14.5 of this document.	ts/procedures for Tie Bids set forth under sub-section
Attachment of this executed form, as such,	is required to complete a valid bid.
Individual's Signature	_
individual 8 Signature	
Date	_
Date	

### RESPONDENT'S CERTIFICATION REP No. 2021-04

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business		
The foregoing Affidavit was acknowledged	before me, by means of l	☐ physical presence or ☐ online notarization, thi
day of,,	_(year), by	who is personally known to me o
who has produced a Florida driver's license a	as identification.	
Personally known		
OR		
Produced Identification	Type of	Identification
Notary Public-State of		
My commission number:	My com	mission expires:
Printed, typed, or stamped commiss	ioned name of Notary Publ	lic
[Notary Seal]		
Signature:		

## CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF	)		
	) SS:		
COUNTY OF	)		
	I HEREBY CERTIFY th	at a meeting of the Board	d of Directors of the
a Corporation existing	under the laws of the State of	, held on	, 20, the
following resolution wa	as duly passed and adopted:		
Secretary of the Corpor	s President of the Corporation, be a 20, to the City of Doral and this Cation, and with the Corporate Seal affixed d resolution is now in full force and effect	orporation and that their execution, shall be the official act and dec	on thereof, attested by the
IN WITNESS WHERE	OF, I have hereunto set my hand and affix	xed the official seal of the Corpo	oration this, day
of	, 20		
Secretary:			
(SEAL)			

## CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF	)	
	) SS:	
COUNTY OF	)	
I HEREBY CERTIF	Y that a meeting of the Partners of the	
		a Corporation existing under the
laws of the State of	, held on, 20	0, the following resolution was duly passed and
adopted:		
"RESOLVED, that,	, as	of the Partnership, be and is hereby
		, to the City of Doral and this partnership and that their
execution thereof, at	tested by the	shall be the official act and deed of thi
Partnership."		
I further certify that	said resolution is now in full force and effect	ct.
IN WITNESS WHE	REOF, I have hereunto set my hand this	, day of, 20
Secretary:		
(SEAL)		

## CERTIFICATE OF AUTHORITY IF JOINT VENTURE

STA	TE OF	)								
		) 5	SS:							
COL	JNTY OF	)								
I	HEREBY	CERTIFY	that	a	meeting	of	the	Principals	of	the
a cc	orporation exist	ing under the la	ws of th	e State	of		, 1	neld on		,
20	, the f	ollowing resolution	n was dul	y passed	l and adopted:					
"RE	SOLVED, that,				as			of the Joint	Venture	be and
is he	reby authorized	to execute the Bio	dated,							
to th	ne City of Doral	official act and de	ed of this.	Joint Ve	enture."					
I fur	ther certify that s	said resolution is 1	now in full	force a	nd effect.					
IN V	VITNESS WHE	REOF, I have here	eunto set m	ny hand	this	, day of	f	, 20	·	
Secr	etary:									
(SEA	AL)									

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I,, certi	fy that I am the Secretary of the Corporation named
as Principal in the foregoing Payment Bond; that	, who signed
the Bond on behalf of the Principal, was then	of said corporation;
that I know his/her their signature; and his/her their	signature thereto is genuine; and that said Bond was
duly signed, sealed and attested to on behalf of said	Corporation by authority of its governing body.
(CORPORATE SEAL)	(Name of Corporation)

## ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the City of Doral,	
WePrime Contractor	, hereby acknowledge and
Prime Contractor	
agree that we, as the Prime Contractor for City of	of Doral, Youth Soccer Program Management, as
specified, have the sole responsibility for com	pliance with all the requirements of the Federal
Occupational Safety and Health Act of 1970, and	all State and local safety and health regulations, and
agree to indemnify and hold harmless the City of	Doral, against any and all liability, claims, damages
losses and expenses they may incur due to the faile	ure of:
1 3 3	
(Subcontractor's Names)	
to comply with such act or regulation.	
to comply with such act of regulation.	
CONTRACTOR	_
	BY:
ATTEST	

### EXHIBIT "A" MINIMUM INSURANCE REQUIREMENTS

#### I. Commercial General Liability

#### **Limits of Liability**

Bodily Injury & Property Damage Liability

Each Occurrence\$1,000,000Policy Aggregate\$2,000,000Personal & Advertising Injury\$1,000,000Products & Completed Operations\$1,000,000

#### Coverage / Endorsements Required

City of Doral included as an additional insured

Primary Insurance Clause Endorsement

Waiver of Subrogation in favor of City

Sexual Abuse and Molestation

Premises and Operations Liability

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

#### **II.** Business Automobile Liability

#### Limits of Liability

**Bodily Injury and Property Damage** 

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including Hired and Non-Owned Autos

Any One Accident \$1,000,000

#### Coverage / Endorsement Required

Employees are covered as insureds

City of Doral included as an additional insured

#### **III.** Workers Compensation

Statutory- State of Florida

#### Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted. Waiver of Subrogation in favor of City.

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

#### V. Professional Liability/Errors & Omissions

<u>Limits of Liability</u>

Each Claim \$250,000 Policy Aggregate \$250,000

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

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

#### VI. Accident Medical/Participant Legal Liability

\$25,000 Limit/Excess

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

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

Certificate Holder: City of Doral, Florida

8401 NW 53<sup>rd</sup> Terrace Doral, FL 33166

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

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

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

#### **EXHIBIT "B"**

#### PROGRAM REQUEST FORM

Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.

Name of Program:	
Participant Ages: from	
Day(s) of the week program is offered:	
Time of Program: from	
Program Dates: from	
Program Fee:	
Program Enrollment: Minimum	
Materials to be supplied by participants:	
Materials to be supplied by Provider:	
Materials to be supplied by the City:	 
Additional Program Requirements:	
Point of Contact:	
Address:	
City/State/Zip Code:	
Phone Number:	
F-mail·	

### Exhibit "C" - Payout Form

	gram :										Instructor:						
Star	s: sion Begins: rt Time: ident Fee:	Ends: End Tim Non-Re	ne: esident Fee:								Facility:  **14 business d	avs after en	l of program				
_		1		Non-Res							14 business u	ays arter ent I	Non-Res				
	Last	First	Res.	20% Sur	XX%	City	XX	% Ins		Last	First	Res.	20% Sur	XX	%City	XX%	∕₀ Ins
1					\$	-	\$	-	24					\$	-	\$	-
2					\$	-	\$	-	25					\$	-	\$	-
3					\$	-	\$		26					\$	-	\$	-
4					\$	-	\$		28					\$	-	\$	-
5					\$	-	\$		29					\$	-	\$	-
6					\$	-	\$		31					\$	-	\$	-
7					\$	-	\$		32					\$	-	\$	-
8					\$	-	\$	-	33					\$	-	\$	-
9					\$	-	\$	-	34					\$	-	\$	-
10					\$	-	\$		35					\$	-	\$	-
11					\$	-	\$		36					\$	-	\$	-
12					\$	-	\$		37					\$	-	\$	-
13					\$	-	\$	•	38					\$	-	\$	-
14					\$	-	\$	-	39					\$	-	\$	-
15					\$	-	\$	-	40					\$	-	\$	-
16					\$	-	\$	-	41					\$	-	\$	-
17					\$	-	\$	-	42					\$	-	\$	-
	TOTALS	-	0.00	0.00	0	.00		0.00			-	\$ -	\$ -	\$	-	\$	-
	Total Registered  Total Collected-		0.00							Amount to City (30%)+ 20% Surcharge		0.00	1				
		onRes. Surcharg€									structor (XX%						
	Grand Total Col		0.00							anount to m	Structor (AAA)	0.00					
	Orana rotal ool	ictoca	0.00														
										Received by Park Superv	Admin on : isor Signature	ə:					
	** Highlighted n	ames identify pr	o-ration														

## Exhibit "D" Field Locations

Park Locations	Hours of Operation	Address
		5300 NW 102 AVE
Morgan Levy Park	9:00 AM - 9:00 PM	Doral, FL 33178
		11400 NW 82 ST
Doral Legacy Park	8:00 AM - 9:00 PM	Doral, FL 33178

### **3rd Party Locations**

Schools	Address
	11100 NW 27 ST
Doral Academy	Doral, FL 33172
	8600 NW 107 AVE
Ronald Reagan High School	Doral, FL 33178



#### Exhibit "E"

There are Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.

The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

#### Program Assessment Portion

- Registrants Maximum 5 points each month
  - o 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.

#### Surveys

 All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

#### **Provider Assessment Portion**

- Payments on time each month Maximum 5 points each month
  - Payment in full requires full payment by the 14<sup>th</sup> of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is not received and in full on time it is considered late. If anything is missing There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month's payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining

points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

- Spot Checks Maximum 5 points each month
  - O Program Coordinator and staff will conduct random spot checks to access the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be accessed at the Program Coordinator's discretion and the program will be notified of their points each month.



### **Program Provider Quarterly Assessment**

Provider							
Date							
Session							
D	<b>A</b>	I D I	•				
Program	Assessm	ent Porti	ion				
Criteria:							
Registrants -	Capacity and	residents			Quarterly Su	irvey	
5 points	<80% and <8	80% Res			15 points	90% Satisfied	
4 points	<70% and <7	'0% Res			12 points	85% Satisfied	
3 points	<60% and <6	60% Res			9 points	80% Satisfied	
2 points	<50% and <5				6 points	75%Satisfied	
1 point	>50% or >50	% Res		_	0 points	70% or less Sat	tisfied
Scores: Total Capacit			_		-		
	Registered	% of Cap	% Resident	Points		Satisfaction Su	rvey
1st Month					-	% Satisfied	
2nd Month						Points	
3rd Month					]		
		Total	Points for Pr	2nd N 3rd M Qua	Montly points onthly points rterly Survey		
Notes:							
City:							
Provider:							

**Quarterly Assessment continued on backside** 

### **Provider Assessment Portion**

### Criteria:

Full payment and correct reports				
5 points	14th of month			
3 points	End of month			
1 point	Next month			

Spot Checks - Badges, Conduct, Time				
5 points	no issues			
4 points	1 issue			
3 points	2 issues			
2 points	2 issue			
1 point	3 issues or more			

### **Scores:**

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues	

### **Standings**

Criteria:

Standing for Each

Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature	
Provider Signature	



#### Exhibit "F"

## Parks and Recreation BACKGROUND CHECK RELEASE FORM

☐ VOLUNTEER ☐ CONTRACTUAL ☐ EMPLOYEE

CHECK UNDER THE CITY OF	DORAL'S VOLUNTEER/EM SULTANTS, INC., HAS BEEN SO	AL TO CONDUCT A CRIMINAL BACKGR  1PLOYMENT POLICY. I UNDERSTAND  OLICITED BY THE CITY OF DORAL TO CON  //OLUNTEERS.	THAT
	BMITTED, IN MAKING A D	IND CHECK WILL BE CONSIDERED, ALONG DECISION REGARDING MY SUITABILITY A	
CURRENT PERSONAL DATA	Δ.		
NAME			
SOCIAL SECURITY NUMBER		DATE OF BIRTH	
PRESENT ADDRESS			
CITY	CTATE	ZIP	
UIY	SIAIE	ZIP	
AFFILIATES, ASSOCIATES, AND LIABILITIES OF ANY NATURE AF	ANYONE ACTING ON TH RISING FROM OR RELATED BACKGROUND REPORT AND	IECK AND RELEASE THE CITY OF DORA EIR BEHALF FROM ANY AND ALL CLAIN TO THE PREPARATION OF THE INFORMA O THE DISCLOSURE OF SUCH INFORMATIO	MS OR ATION
SIGNATURE		DATE	
Office Use Only: The above ap  Criminal background records/info		sed to conduct the following background screeni	ng:
☐ National Sex Offender Registry of	heck		
☐ Credit History Check			

Signature of person making this request \_\_\_\_\_\_ Title \_\_

# Exhibit "G" <u>CITY OF DORAL</u> <u>WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT</u>

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in all City of Doral Parks & Recreation related activities and events at all City Facilities.

- I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.
- I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.
- I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.
- I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.
- I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

#### **PHOTO RELEASE**

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation in any programming or activity with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Participant Name:		
Name of Parent/Guardian:	Date:	
Signature (Parent/Guardian if participant is a Minor):		

#### City of Doral Communicable Diseases Protocol

#### Release of liability and assumption of Risk Agreement

Player Name:	 Date:	

In returning back to the City of Doral Park facilities, which is not mandatory and is only voluntary, if you feel it is safe for you and your child(ren), you will have to agree to the following terms and conditions and the return to play guidelines posted on our website, cityofdoral.com

This form must be signed prior to your first training session.

Players may not participate if any of the following conditions are present:

- No signs or symptoms of COVID-19 in the past 14 days. If a person has had a documented
  case of the COVID-19 infection, a doctor's note is needed to clear to participate in
  training sessions after the applicable period of quarantine for 14 days. If the child sick,
  he/she must stay at home.
- You must maintain normal temperature readings; temperature checks should be conducted daily prior to attending any training or athletic event. If a player has a temperature of 100.4 or above, they will be sent home and unable to participate in activity.
- Coaches and staff will ask each athlete if they are experiencing any signs or symptoms of COVID-19. If the athlete shows any signs or symptoms of infection, they will be sent home and need to contact a healthcare provider and provide a medical release form prior to returning to activity.
- Each Player is responsible for having their own infection prevention supplies to be utilized, such as (hand sanitizer, facial tissues, facial covering). Players are encouraged to wash their hands often with soap and water for at least 20 seconds before and after practice or games. If soap and water is not available, use your own hand sanitizer.
- Each player has to have their own equipment and water bottle and will not be permitted to share or come in physical contact with another player. Players must bring a water bottle or they will not be allowed to train.
- No high fives, huddling, hugging, no spitting, or coughing. Players must arrive fully dressed at the fields with a mask on which can only be taken off at the start of the practice or game.
- Parents are expected to remain in their car for the duration of practice and are not permitted on the fields or facilities.
- By participating in events and activities at the City's park facilities, I acknowledge that
  there are certain risks to me arising from or related to possible exposure to
  communicable disease including, but not limited to, the virus "severe acute respiratory
  syndrome coronavirus 2 (SARS CoV2)", which is responsible for the Coronavirus
  Disease (also known as COVID-19) and /or any mutation or variation thereof (collectively
  referred to as "Communicable Disease"). I am fully aware of the hazards associated with
  such Communicable Disease and knowingly and voluntarily assume full responsibility for

any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases.

I, for myself or for my minor child (ren) or ward (s), and on behalf of my / our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF DORAL AND ITS OFFICERS, OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES UPON athlete EVENTS AND ACTIVITIES TAKE PLACE (THE RELEASED PARTIES"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DIASABILITY, DEATH OR OTHER DAMAGES INCURRED DUE TO OR IN CONNECTION WITH COMMUNICABLE DISEASES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASE PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I have read this release of liability and assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Name	Age	Date
FOR PARENTS/ GUARDIANS OF PARTICIPA REGISTRATION) I certify that I am the legarticipant, and that I have read the foregoing release of all the Released Parties as provided assigns, beneficiaries, executors, administrato expressly release and agree to indemnify and heliability incident to the above Participant's invothe City of Doral Park Facilities as provided here OF THE RELEASES, to the fullest extent permit	gal parent/guardian Agreement and do o above. I further agre ers, personal repres old harmless the Rel lvement or participa ein, EVEN IF ARISINO	with responsibility for this consent and agree to his/here that, for myself, my heirs, entatives, and next of kin, leased Parties from any an all tion in events or activities at

Date

Phone

Parent Name

### **EXHIBIT H – Approved ID Badge (Example)**

