

# CITY OF DORAL



Request for Proposals

**RFP No. 2022-26**

***Instructional Tennis  
Programming at Doral  
Legacy Park***

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# **City of Doral**

## **Request for Proposal**

### **Instructional Tennis Programming at Doral Legacy Park**

#### **RFP No. 2022-26**

**NOTICE:** Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Hernan Organvidez, City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 until **10:00 am on December 8<sup>th</sup>, 2022**. The submittals shall be clearly marked **“RFP No. 2022-26 – Instructional Tennis Programming at Doral Legacy Park”**.

**All submittals shall be publicly opened and recorded on \*\*December 8<sup>th</sup>, 2022, at 10:00 A.M.\*\*** Late submittals shall **not** 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 ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), 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 instructional tennis programming for youth, adults, and senior citizens.

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. 2022-26 – Instructional Tennis Programming at Doral Legacy Park** in the subject line and should be directed to the following email at [procurement@cityofdoral.com](mailto: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 Request for Proposals is as follows:**

**RFP Advertisement Date:** **November 8<sup>th</sup>, 2022, at 5:00 P.M. EST.**

**Mandatory Pre-Bid Meeting:** **November 22<sup>nd</sup>, 2022, at 10:00 A.M. EST.**  
From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/393316277>  
You can also dial in using your phone  
United States: +1 (571)317-3112  
Access Code: 393-316-277

**Cut-off Date for Questions:** **November 29<sup>th</sup>, 2022, at 5:00 P.M. EST.**

**Deadline for Submittals and Opening of Bids:** **December 8<sup>th</sup>, 2022, at 10:00 A.M. EST.**  
From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/493818557>  
You can also dial in using your phone  
United States: +1 (646)749-3122  
Access Code: 493-818-557

**Evaluation Committee Meeting Phase I:** **December 16<sup>th</sup>, 2022, at 2:00 P.M. EST.\*\***  
From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/122733157>  
You can also dial in using your phone  
United States: +1 (872)240-3212  
Access Code: 122-733-157

**Evaluation Committee Meeting Phase II:** **January 10<sup>th</sup>, 2023, at 2:00 P.M. EST.\*\***  
From your computer, tablet, or smartphone  
<https://global.gotomeeting.com/join/992989941>  
You can also dial in using your phone  
United States: +1 (872)240-3412  
Access Code: 992-989-941

**Notification of Award (by the City Council):** **February 8<sup>th</sup>, 2023, at 10:00 A.M. EST.**

# **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) Incurring Expenses**

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) Bid Acknowledgment**

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) Acceptance/Rejection/Modification to Submittals**

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 Officers, employees, 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.

#### **1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.**

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

#### **1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT**

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

#### **Business Entities**

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-

11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

**Applicability and Reporting Requirements.**

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

**Compulsory disclosure by firms doing business with the city or in the city.**

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
  1. Subcontract number (including subcontractor name and unique entity identifier); and

2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
  3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
  - c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
    1. The names of all subcontractors providing services.
    2. The value of each subcontract.
    3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
    4. A list of names of subcontractors proposed to perform principal portions of the work.
  - d) Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

ACKNOWLEDGED:

---

(Signature and Date)

**This document must be completed and returned with your Submittal**

**END OF SECTION**

## **SECTION 2**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The purpose of this solicitation is to establish a contract, through open, competitive bidding for instructional tennis programming at Doral Legacy Park for Youth, Adult, Seniors, and Special Needs.

#### **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 instructional tennis programming; 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.

**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 [www.sunbiz.org](http://www.sunbiz.org). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of 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, November 22<sup>nd</sup>, 2022, 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**.

**November 22<sup>nd</sup>, 2022, at 10:00 A.M.**

From your computer, tablet, or smartphone

<https://global.gotomeeting.com/join/393316277>

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

**Access Code: 393-316-277**

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.

There will be a 20% surcharge for non-resident pricing. The entire surcharge is due to the City of Doral in addition to the agreed upon revenue split. Unincorporated Miami Dade County residents will receive Doral Resident Pricing at Morgan Levy Park as well as Doral Meadow Park due to an agreement between Miami-Dade County and the City of Doral when deeding over the parks from the County to the City.

## **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.

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

The City's selection committee will evaluate proposals and will select the Proposer 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**

<b>EVALUATION CRITERIA FOR RFP</b>		
<b>Criteria</b>	<b>Description</b>	<b>Points</b>
1	Experience in managing Instructional Tennis Programming	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
	<b>Total Points</b>	<b>100</b>

**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**

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

### **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 one contract but reserves the right to award more than one 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 **Thursday, December 8<sup>th</sup>, 2022, at 10:00 AM 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.

**Thursday, December 8<sup>th</sup>, 2022, at 10:00 A.M.**

From your computer, tablet, or smartphone

<https://global.gotomeeting.com/join/493818557>

You can also dial in using your phone: United States: +1 (646)749-3122

Access Code: 493-818-557

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/493818557>

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 be 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 cause the proposal to be considered non-responsive.

**2.13 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **RFP No. 2022-26 – Instructional Tennis Programming at Doral Legacy Park**. 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, November 29<sup>th</sup>, 2022**. 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 ATTACHED FORMS**

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

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 VERIFICATION OF INFORMATION**

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 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

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 capable of providing instructors for instructional tennis programming including youth, adult, senior citizens, and special needs described in this RFP at a reasonable fee.

#### **3.2 PROVIDER(S) RESPONSIBILITY**

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 Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 3.2.2 The Provider must submit a schedule of classes and fees at specified deadlines as set by the Parks & Recreation Director or his/her designee.
- 3.2.3 The City shall require all participants in the tennis programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 3.2.4 The locations and days/times of the proposed tennis programs will be determined at the City's discretion during contract negotiations. Any other use of additional facilities must be submitted via written request at least four (4) weeks in advance to be considered. There will be no guarantee the request will be accommodated.
- 3.2.5 The Provider may not subcontract any portion of the scope of services mentioned in this RFP.
- 3.2.6 The Provider and its instructors must be trained in the proposed program and have the appropriate experience requirements set forth in the RFP. Experience and training should be detailed in a resume format.
- 3.2.7 The Provider, instructors, volunteers, or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 3.2.8 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.

- 3.2.9 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 3.2.10 If the Provider will be providing Services directly with minor children without parental 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 "C") for all the provider's counselors, coaches, volunteers, instructors, employees, or any individual that will be in the presence of a child. 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 "C").

Upon passing the required background screening the City will provide the instructor with a photo ID (Exhibit "D") which must be worn at all times while on City property during programming.

- 3.2.11 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 3.2.12 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in this Request for Proposal (RFP). Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 3.2.13 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 3.2.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused by the Provider or their employees.

- 3.2.15 The Provider shall be responsible for picking up trash generated by use of the facilities during the program. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 3.2.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.
- 3.2.17 The following table shows the physical address and hours of operation of Doral Legacy Park. Facility hours of operation are subject to change.

<b>Doral Legacy Park</b> <b>11400 NW 82 Street Doral, FL 33178</b>	
Monday – Friday	7:00 AM – 9:00 PM
Saturdays	8:00 AM – 5:00 PM
Sundays	8:00 AM – 5:00 PM
Designated Holidays	CLOSED

- 3.2.18 The City reserves the right to modify and change the hours of programming that is proposed by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. Provider understands and agrees that the City shall have priority for use of said facilities, notwithstanding any other provisions of this Agreement.
- 3.2.19 The City reserves the right to add or remove any other public facility to conduct instructional tennis programming. The programs and schedule will be determined at the discretion of the City.
- 3.2.20 The proposed tennis program may be further broken up into levels of difficulty, if applicable (i.e., beginner, intermediate, advanced). Provider may propose different categories as long as all age groups, levels, and services mentioned have been included in Exhibit “B”. The provider may also propose additional tournaments. The City reserves the right to request that the Provider offer additional services.
- 3.2.21 The proposed program will be conducted according to the session/monthly schedule determined by the City. The City will communicate the session dates to the Provider. The sessions range from 6- 9 weeks depending on the season, set by the City.
- 3.2.22 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city’s discretion.
- 3.2.23 The Provider may not conduct any classes on City of Doral designated holidays.

- 3.2.24 The Provider will be required to take daily attendance of all classes. Attendance must be taken at the beginning of each class and attendance folder must be returned to the reception desk at the end of each day.
- 3.2.25 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 3.2.26 The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability, or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 3.2.27 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.

### **3.3 CITY'S RESPONSIBILITIES**

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 The City of Doral shall maintain the parks and community center facility.
- 3.3.2 The City of Doral shall notify the Provider with any schedule changes.
- 3.3.3 The City of Doral will assist with the promotion of the camp by advertising through available City outlets.
- 3.3.4 The City will assist with facility set up for the camp, if needed and requested by Provider.
- 3.3.5 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 3.3.6 Provider will be subject to Program Quality Assessments by City.

### **3.4 PRICING**

- 3.4.1 The session price will be determined by the number of class and weeks in the given session.

3.4.2 For the purposes of pricing for this RFP, please base all proposed pricing on an 8-week session on Exhibit B. This will determine the proposed Bid Price. Example: \$8/ class—8-week session (class held 2 times each week) = Session Price: \$128

3.4.3 The final number of classes held per week will be determined by the City upon being awarded with the Bid.

### **3.5 REGISTRATION & PAYMENT**

3.5.1 Program participants will register directly with the Provider. The Provider will collect all registration fees from participants upon registering along with Waiver and Release of Liability forms (**Exhibit “E”**).

3.5.2 Non-Residents of Doral shall be charged **20% more** than residents of Doral. The entire balance of this surcharge for non-residents shall be paid to the City.

3.5.3 The City of Doral shall be entitled to 25%- 30% of the fees paid and the Provider shall be entitled to 70%- 75% of the fees paid, which will be determined during the contract negotiations. The non-resident surcharge is fully payable to the City.

3.5.4 The Provider must submit payment along with completed payout forms (Exhibit “F”) to city within 14 days after the end of each session.

3.5.5 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.

3.5.6 Provider must meet a minimum student enrollment of five (5) participants per week, seventy-five percent (75%) of which must be Doral residents. Maximum capacities may vary depending on facility. It is the Department’s sole discretion to set, increase or decrease maximum capacities in writing if not specified within this Agreement.

3.5.7 Provider will be subject to Quarterly Program Evaluations (**Exhibit “G”**).

### **3.6 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.

- **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.

- **TAB 3:** List of all professional certifications, league affiliations and memberships held by the Proposer.
- **TAB 4:** Written narrative of at least three (3) years of experience managing instructional tennis 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.**
- **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.
- **TAB 6:** Written narrative not to exceed five (5) pages of all proposed tennis programming. This shall include all flyers or ads, sample curriculum and or class schedule, extracurricular activities, brief description of programs offered, the costs covered by registration fees and a brief description of the registration process (steps to register with the program and whether the Provider accepts cash, check and/or credit cards). Any additional fees such as uniform fees, supply fees, equipment fees, etc. should also be listed in Exhibit "B".
- **TAB 7:** Program Request Form as provided in Exhibit "B" (One (1) form for each program/program format being proposed)
- **TAB 8:** A detailed list of all equipment that will be provided to each participant.
- **TAB 9:** Audited Financial Statement and litigation history.
- **TAB 10:** All required forms referenced herein.

### **3.7 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.

### **3.8 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.

### **3.9 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS**

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 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.

### **3.10 REFERENCES**

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.

### **3.11 EQUIPMENT & MATERIALS**

3.11.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, the Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If the Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

3.11.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the program. Fundraising activities conducted by the Provider must be approved by the City in advance. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement of sale.

3.11.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.

3.11.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.

3.11.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class shall be cancelled, and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

### **3.12 AMERICAN DISABILITIES ACT**

3.12.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act (“ADA”) in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

3.12.2 Provider’s decisions regarding the delivery of services under this agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

### **3.13 MISCELLANEOUS**

3.13.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

3.13.2 This agreement is non- transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

3.13.3 This agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

# **SECTION 4**

## **PROPOSAL SUBMITTAL FORM RFP No. 2022-26**

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.
- 7. Communications concerning this Proposal shall be addressed to:

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Attention: \_\_\_\_\_

- 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\_\_\_\_.

Person Authorized to sign Proposal: \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



## **CONFLICT OF INTEREST DISCLOSURE FORM**

All business entities ("Vendor") interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

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

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

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

**I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:**

<b>Vendor Name</b>		<b>Vendor Phone Number</b>	
<b>Signature of Vendor Authorized Representative</b>	<b>Date</b>	<b>Printed Name of Vendor Authorized Representative</b>	



# CITY OF DORAL PROCUREMENT

RFP REFERENCE SURVEY

RFP. No. 2022-26

Instructional Tennis Programming at Doral Legacy Park

FROM:		TO: PROCUREMENT
COMPANY:		DUE DATE: <b>December 8<sup>th</sup>, 2022</b>
PHONE NO.:		TOTAL #. OF PAGES: 1
FAX NO.		PH. #: 305-593-6725 EXT. 4003 / 4006
EMAIL:		EMAIL: <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>
SUBJECT:	Reference for work completed regarding Instructional Tennis Programming at Doral Legacy Park.	
Additional Details:		
<p>_____</p> <p>_____</p>		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City Project:</p> <p><i>The City of Doral is requesting proposals from parties capable of providing instructors for instructional tennis programming.</i></p> <p>A complete copy of the solicitation document can be obtained via the City of Doral's Procurement webpage at the link below. <a href="#">City of Doral - Bid Opportunities</a></p>		
Company you are providing a reference for: _____		
	<b>Indicate:</b>	<b>"YES" or "NO"</b>
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company's work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time based on the original established timeline, not including change orders?		
6. Was the job completed within budget based on the original established budget, not including change orders?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		
<p>PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:</p> <p>Kevin Salazar – <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a></p> <p>Subject: Reference for RFP No. 2022-26</p>		
<p>_____</p> <p>Reference Print Name</p>		
<p>_____</p> <p>Reference Title</p>		<p>_____</p> <p>Reference Signature</p>

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

**STATEMENT OF NO RESPONSE**  
**RFP No. 2022-26**

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). 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: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, 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)
- \_\_\_\_\_ 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 (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **BIDDER QUALIFICATION STATEMENT**

## **RFP No. 2022-26**

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 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  
\_\_\_\_\_

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

**END OF SECTION**

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**RFP No. 2022-26**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ 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 \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**NON-COLLUSION AFFIDAVIT**  
**RFP No. 2022-26**

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly 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 or 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.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of ☐ physical presence or ☐ 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\_\_\_\_\_

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]

Signature: \_\_\_\_\_

**NO CONTINGENCY AFFIDAVIT**  
**RFP No. 2022-26**

State of \_\_\_\_\_ )  
 ) SS  
County of \_\_\_\_\_ )

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are \_\_\_\_\_ Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has 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 provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of ☐ physical presence or ☐ 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 \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**  
**RFP No. 2022-26**

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 12101-12213 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, 29 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 ☐ physical presence or ☐ 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 \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**RFP No. 2022-26**

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 \_\_\_\_\_ f  
or \_\_\_\_\_  
whose business address is \_\_\_\_\_  
and (if 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 statement: \_\_\_\_\_).

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 trial 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.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of ☐ physical presence or ☐ 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 \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

# DRUG-FREE WORKPLACE PROGRAM

## RFP No. 2022-26

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).
4. 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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip code

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT**  
**RFP No. 2022-26**

STATE OF \_\_\_\_\_ }

}SS:

COUNTY OF \_\_\_\_\_ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of ☐ physical presence or ☐ 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 \_\_\_\_\_

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]

Signature: \_\_\_\_\_

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

**RFP No. 2022-26**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.14.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

---

Date

**CONE OF SILENCE CERTIFICATION**  
**RFP No. 2022-26**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(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

Date \_\_\_\_\_

## TIE BIDS CERTIFICATION

**RFP No. 2022-26**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 2.14.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date \_\_\_\_\_

## **RESPONDENT'S CERTIFICATION**

### **RFP No. 2022-26**

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 ☐ physical presence or ☐ 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 \_\_\_\_\_

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]

Signature: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                                 )  
  ) SS:  
COUNTY OF                                 )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_ , to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                      ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a Corporation existing under the  
laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is hereby  
authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Doral and this partnership and that their  
execution thereof, attested by the \_\_\_\_\_ shall be the official act and deed of this  
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

# CERTIFICATE OF AUTHORITY IF JOINT VENTURE

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS:  
 COUNTY OF \_\_\_\_\_ )

I                HEREBY                CERTIFY                that                a                meeting                of                the                Principals                of                the

---

corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_,

the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20 \_\_\_\_\_,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**END OF SECTION**

## **CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify 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)

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Instructional Tennis Programming at Doral Legacy Park**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and 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 failure of:

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

## **EXHIBIT “A”**

### **MINIMUM INSURANCE REQUIREMENTS**

#### **I. Commercial General Liability**

##### **A. Limits of Liability**

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

##### **B. Coverage / Endorsements Required**

City of Doral included as an additional insured	
Primary Insurance Clause Endorsement	
Waiver of Subrogation in favor of the City	
Sexual Abuse and Molestation	\$1,000,000
Premises and Operations Liability	

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

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

##### **A. Limits of Liability**

Bodily Injury and Property Damage	
Combined Single Limit	\$300,000
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	

##### **B. Coverage / Endorsements 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 (If Applicable):

\$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. **Accident Medical/Participant Legal Liability (If Applicable)** \$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.

**ACKNOWLEDGED:**

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

---

(Signature and Date)

---

Print Name:

This document must be completed and returned with your Submittal.

**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 \_\_\_\_\_ to \_\_\_\_\_

Day(s) of the week program is offered: \_\_\_\_\_

Time of Program: from \_\_\_\_\_ to \_\_\_\_\_

Program Dates: from \_\_\_\_\_ to \_\_\_\_\_

Program Fee: \_\_\_\_\_

Program Enrollment: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

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: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



Exhibit "C"

## Parks and Recreation BACKGROUND CHECK RELEASE FORM

☐ VOLUNTEER      ☐ CONTRACTUAL      ☐ EMPLOYEE

BY SIGNING THIS FORM, I AUTHORIZE THE CITY OF DORAL TO CONDUCT A CRIMINAL BACKGROUND CHECK UNDER THE CITY OF DORAL'S VOLUNTEER/EMPLOYMENT POLICY. I UNDERSTAND THAT SOUTHEASTERN SECURITY CONSULTANTS, INC., HAS BEEN SOLICITED BY THE CITY OF DORAL TO CONDUCT CRIMINAL BACKGROUND CHECKS FOR ALL CITY EMPLOYEES/VOLUNTEERS.

I ALSO UNDERSTAND THAT THE RESULT OF THE BACKGROUND CHECK WILL BE CONSIDERED, ALONG WITH ALL OTHER INFORMATION SUBMITTED, IN MAKING A DECISION REGARDING MY SUITABILITY AS AN EMPLOYEE/VOLUNTEER FOR THE CITY OF DORAL.

### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

SOCIAL SECURITY NUMBER \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

PRESENT ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

I HEREBY CONSENT TO A CRIMINAL BACKGROUND CHECK AND RELEASE THE CITY OF DORAL, ITS AFFILIATES, ASSOCIATES, AND ANYONE ACTING ON THEIR BEHALF FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY NATURE ARISING FROM OR RELATED TO THE PREPARATION OF THE INFORMATION CONTAINED IN THE CRIMINAL BACKGROUND REPORT AND THE DISCLOSURE OF SUCH INFORMATION FOR EMPLOYMENT/VOLUNTEER PURPOSES.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**Office Use Only:** The above applicant's information is to be used to conduct the following background screening:

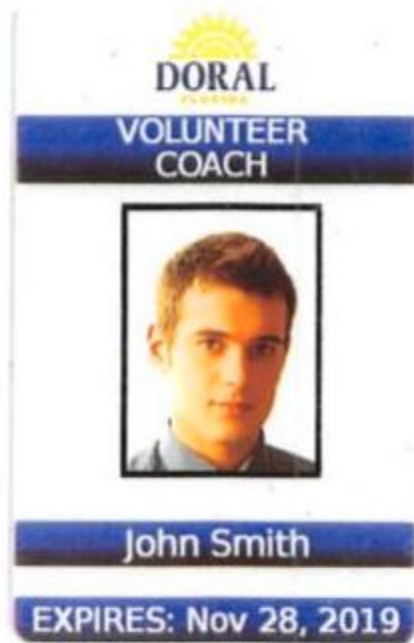
☐ Criminal background records/information

☐ National Sex Offender Registry check

☐ Credit History Check

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

Exhibit "D"



**Exhibit "E"**  
**CITY OF DORAL**  
**WAIVER AND RELEASE OF LIABILITY/MEDICAL TREATMENT CONSENT**

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): \_\_\_\_\_

## Exhibit "F" - Payout Form

Program :				Instructor:			
Days:							
Session Begins:		Ends:					
Start Time:		End Time:		Facility:			
Resident Fee:		Non-Resident Fee:					
<b>**14 business days after end of program</b>							

	Last	First	Res.	Non-Res 20% Sur	XX%City	XX% Ins		Last	First	Res.	Non-Res 20% Sur	XX%City	XX% 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					\$ -	\$ -
<b>TOTALS</b>			0.00	0.00	0.00	0.00				\$ -	\$ -	\$ -	\$ -

Total Registered \_\_\_\_\_

Total Collected-Residents: 0.00  
 Total Collected-NonRes. Surcharge 0.00  
 Grand Total Collected 0.00

Amount to City  
 (30%)+ 20%

Surcharge 0.00

**Amount to Instructor (XX%) 0.00**

Received by Admin on : \_\_\_\_\_

Park Supervisor Signature: \_\_\_\_\_

**\*\* Highlighted names identify pro-ration**



### **Exhibit “G” – PROGRAM ASSESMENTS**

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
  - 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
  - Program Coordinator and staff will conduct random spot checks to assess 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 assessed at the Program Coordinator's discretion and the program will be notified of their points each month.



## Program Provider Quarterly Assessment

Provider \_\_\_\_\_  
Date \_\_\_\_\_  
Session \_\_\_\_\_

### Program Assessment Portion

#### Criteria:

Registrants - Capacity and residents	
5 points	<80% and <80% Res
4 points	<70% and <70% Res
3 points	<60% and <60% Res
2 points	<50% and <50% Res
1 point	>50% or >50% Res

Quarterly Survey	
15 points	90% Satisfied
12 points	85% Satisfied
9 points	80% Satisfied
6 points	75% Satisfied
0 points	70% or less Satisfied

#### Scores:

Total Capacity Allowed \_\_\_\_\_

	Registered	% of Cap	% Resident	Points
1st Month				
2nd Month				
3rd Month				

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points \_\_\_\_\_

2nd Monthly points \_\_\_\_\_

3rd Monthly points \_\_\_\_\_

Quarterly Survey \_\_\_\_\_

Total Points for Program Assessment Portion \_\_\_\_\_

#### 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 \_\_\_\_\_