



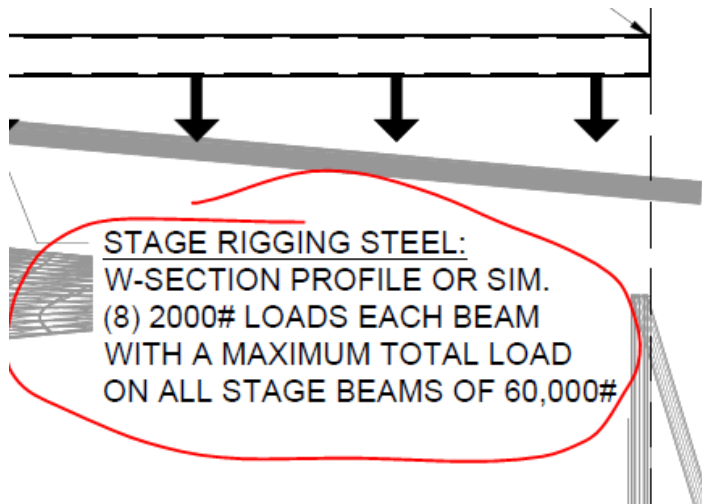
City of Doral
RFP No. 2024-03
Doral Central Park Amphitheater
Management Services
Addendum No. 3

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.11 Contract Generally

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

CITY OF DORAL SHARING AGREEMENT

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

1. Confidential Information. "Confidential Information" refers to the documentation that is provided by the City to Company in connection with RFP No. 2024-03 Doral Central Park Amphitheater Management Services. This does not include information that is publicly known or available or that has been independently developed by the Company without the use of or reliance upon the Confidential Information.

2. Department Data and Information. No warranty is made by the City regarding specific accuracy or completeness and the City is not responsible for possible errors, omissions, misuse, or misinterpretation. The files being produced and shared by the Department are for reference purposes only and should not be used, and is not intended for, legal, survey or engineering purposes.

3. Non-disclosure Obligation. Unless otherwise agreed to in writing by the City, the Company agrees: (a) not to disclose Confidential Information; (b) to use the same degree of care and diligence to protect Confidential Information from disclosure to others as the Company employs or should reasonably employ to so protect its own information of like confidence (but in no event less than reasonable care); (c) not to use, reproduce or copy the Confidential Information, in whole or in part, except as necessary for purposes stated herein; and (d) to promptly notify the City upon discovery of any loss or unauthorized disclosure of the Confidential Information by the Company. Company further acknowledges and agrees that the Confidential Information involves sensitive public safety information that is exempt from Chapter 119, Florida Statutes, and as such, the Company's obligations relating to the use and protection of the Confidential Information shall survive the disposition requirements of Paragraph 6, herein.

4. Prohibited Use of Confidential Information. Company shall not permit, facilitate, authorize or enable any unauthorized person, entity or third party to: a) reverse engineer, decompile, disassemble, or otherwise attempt to obtain any underlying ideas, algorithms, structure or organization of the Confidential Information; b) modify or make derivative works of the Confidential Information; or c) distribute, disclose, commercialize, sell, offer to sell, license, import, transfer, lease, or loan all or any portion of the Confidential Information.

5. No Additional Rights. Unless otherwise agreed in writing, the Company will not have any rights or obligations with respect to the Confidential Information other than those specifically set forth in this Agreement. Without limiting the generality of any other provision of this Agreement, and unless otherwise agreed in writing: (a) no license is hereby or otherwise granted, directly or indirectly, under any patent, copyright or other proprietary right of the City; and (b) neither party will be obligated to disclose information to the other party or to enter into any further agreements relating to a Potential Project. Unless otherwise agreed in writing, a party may terminate discussions regarding a Potential Project at any time. The Company's obligations under this Agreement respecting the Confidential Information will survive termination of such discussions in accordance with Section 6 of this Agreement.

6. Disposition of Confidential Information. Upon conclusion of the Industry Days, the Company will, and shall cause its Representatives to destroy all Confidential Information. The Company shall be required to provide written confirmation to the City that the Confidential Information has been destroyed and the Company does not retain any copies of same.

7. Injunctive Relief. It is agreed that a violation of this Agreement by Company may cause irreparable harm to the City and the City will be entitled to seek injunctive relief and/or specific performance, without the posting of a bond or other security, in addition to any other remedies available to it at law or, where applicable, in equity.

8. Indemnification. Company shall, at its sole expense, indemnify, hold harmless, and defend the City and its officers, employees, and agents from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in

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

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

For purposes of Notice:

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

Company: _____
Address: _____
Attn: _____

COMPANY

Company Name & FEIN

Authorized Signature

Name & Title (Typed or Printed)

Date