

CITY OF DORAL



Request for Proposals

Recreation and Fitness Programs

RFP No. 2024-21



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Recreation and Fitness Programs
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NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek proposals from interested and qualified parties in response to this Request for Proposals ("RFP") to provide the services described herein. Proposals must be received no later than the deadline date and time specified below.

PROJECT OVERVIEW

The City is soliciting Proposals from qualified and experienced firms to provide recreation and fitness programs for youth, adults, and senior citizens. These services are coordinated by the Parks and Recreation Department. The City desires to retain the services of one or more firms to provide services at the City's new Doral Central Park as well as various parks as further described in this solicitation.

SCHEDULE

Issuance/Advertisement Date:	Tuesday, November 12, 2024
	Monday, November 18, 2024, at 9:00 AM
<u>Non-Mandatory</u> Pre-Proposal Conference:	Join from your computer, tablet or smartphone. https://meet.goto.com/193367677 You can also dial in +1 (224) 501-3412 Access Code: 193-367-677
Cut-off Date for Written Questions:	Thursday, November 21, 2024, at 2:00 PM
	Tuesday, December 3, 2024, at 2:00 PM
Deadline for Submittals and Date of Opening:	Due Electronically via DemandStar or Vendor Registry Join from your computer, tablet or smartphone. https://meet.goto.com/458491045 You can also dial in +1 (408) 650-3123 Access Code: 458-491-04
	Wednesday, December 4, 2024, at 3:00 PM
Anticipated Evaluation Committee Meeting Phase I:	Join from your computer, tablet or smartphone. https://meet.goto.com/517992557 You can also dial in +1 (408) 650-3123 Access Code: 517-992-557
Anticipated Evaluation Committee Meeting - Interviews - Phase II (Closed to the Public):	Tuesday, December 10, 2024, at 1:00 PM

Tuesday, December 10, 2024, at 4:00 PM

**Anticipated Evaluation Committee
Meeting – Final Ranking – Phase II:**

Join from your computer, tablet or smartphone.
<https://meet.goto.com/886343405> You can also dial in +1
(571) 317-3122 Access Code: 886-343-405

INSTRUCTIONS

Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

This RFP is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**RFP 2024-21 Recreation and Fitness Programs**” in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under “Active Solicitations”, on Vendor Registry, and on Demand Star. To receive notifications of addenda or notices issued in connection with this RFP, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

Notwithstanding any language contained in the solicitation to the contrary, the City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener’s errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this RFP. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM MINIMUM / MANDATORY SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

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

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

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

“Procurement Division” means the office responsible for handling procurement-related matters within the City.

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

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

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

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

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

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

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

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City’s request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Division at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

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

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

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

1.8 Incurred Expenses

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

1.9 Preparation of Response

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

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its

Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

Postponement of Response Opening: The City reserves the right to postpone the date for receipt and opening of Response submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Respondents.

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

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the

requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 Identical (Tie) Responses

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

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public

disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

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

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

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

A person or vendor who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a 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 Section

287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 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.

1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne solely by the Successful Respondent. Upon request, Contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent 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.

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must

submit the certification that is attached to this Contract. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected. The City reserves the right to disqualify Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality, and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Respondent has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending

pertaining to the Respondent's responsibility or qualifications to enter into public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, any Respondent that the City has determined is in monetary arrears, in debt, or in default to the City at the time bids are due.

1.22 Conflict of Interest

By way of its Response, Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or

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

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondent is required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or its agents, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon thirty (30) days prior written notice to Successful Respondent when the City Manager determines it is in the best interest of the City. If the

Contract provides for supplies, products, equipment, or software, and is terminated for the convenience of the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City prior to termination. To the extent this Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered and reasonably accepted by the City prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 Anti-Trust/Non-Exclusivity

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

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

1.29 Quantities

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

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful

Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

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

1.32 Governing Law and Venue

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

1.33 Attorney Fees

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

1.34 Disputes

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

1.35 Waiver of Jury Trial

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

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

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

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

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

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

1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

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

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

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

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to

such books and records upon five (5) days written notice.

1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.49 Taxes

The prices proposed pursuant to the Contract, shall be inclusive of the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

1.50 Employees

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

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent assigned to the Work shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to assign to the Work any employee undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.51 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any,

proposed for each principal portion of the work.

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

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit.

Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.52 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City of Doral is soliciting Proposals from qualified and experienced firms to provide recreation and fitness programs for youth, adults, and senior citizens. These services are coordinated by the Parks and Recreation Department. The City desires to retain the services of one or more firms to provide services at the City's new Doral Central Park as well as various parks as further described in this solicitation. Potential programs include but are not limited to the following:

Youth and/or Adults

- Indoor & Outdoor Fitness classes
- Zumba
- Cultural Arts Programming
- Nature programs
- Educational Programming
- Nutrition Programming
- Art
- Dance
- Music programming
- E-Sports
- Coding/Robotics
- Cooking Classes
- Yoga/ Pilates/ Barre

Aquatic Programs

- Water Aerobics
- Aqua Zumba
- CPR/First Aid Classes
- Other Water Fitness programs
- Scuba Diving Certifications

Special Needs Programs (Youth & Adults)

- Cooking Class
- Language Enrichment/ Educational programs
- Art

Senior Citizen Programs (Ages 55+)

- Zumba
- Fitness Programs
- Art
- Computer Classes
- English Classes

****Other types of programs are also welcomed.***

***NOTE: This Request for Proposals is NOT FOR:**

- Youth & Adult Sports Leagues
- Soccer Programs
- Aquatic Sports (Swim Team, Water Polo, Synchronized Swimming, etc.)
- Swim Lessons
- Camps
- Personal Training

2.2 Pre-Proposal Submission Conference

A Pre-Proposal Conference will be held at the date and time specified in the introduction of this Solicitation. During this conference the requirements of this solicitation will be discussed.

The Cone of Silence will be temporarily lifted during the conference to discuss the solicitation. Any changes to this solicitation discussed during the conference or site visit shall not be binding unless and until incorporated pursuant to an addendum to this RFP. Upon completion of the conference, the Cone of Silence shall be reinstated and any substantive questions regarding the RFP shall be submitted in writing to Procurement on or before the questions deadline set forth herein.

Proposers are required to be familiar with all information available in connection with this solicitation, including but not limited to the information obtained pursuant to the pre-proposal conference. Proposers are also required to carefully review the solicitation components that may affect the work to be performed under contract. By submission of a Proposal, the Proposer certifies that it is acquainted sufficiently with the facilities and the work to be performed.

2.3 Inquiries

This RFP is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at procurement@cityofdoral.com. All inquiries must reference "**RFP 2024-21 Recreation and Fitness Programs**" in the subject line. No phone calls will be accepted. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum. The deadline for written questions is as specified in the introduction of this Solicitation.

2.4 Due Date

Proposals are due no later than the date and time specified in the introduction of this Solicitation. Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

2.5 Qualifications & Experience

The City wishes to engage instructors who are regularly engaged in the business of providing the services as described herein. The Proposer must 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 Proposer, principal owners, partners, corporate officers, management and field 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. Awarded Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, and ordinances.

All Proposers must meet the following minimum qualifications to be considered for award:

- Proposers shall be fully licensed to perform the work described herein and shall comply

with all applicable State Statutes and local codes and ordinances.

- Proposers must have three (3) years of experience in managing recreational 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.

Failure to meet the above-stated mandatory minimum qualifications will result in the Proposer's submittal being disqualified as non-responsive. The City may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable.

Proposers must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Exhibit A. Proposers must also identify at least one (1) reference for each project/contract identified to substantiate specified experience, as required in Exhibit A. It is the responsibility of the Proposer to ascertain that the reference/contact person will be responsive. 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.

Additionally, Proposers must identify all government entities, if any, for whom they have entered into agreements to provide instruction.

2.6 Proposal Submittal Instructions

Proposers must complete and submit the following documents:

Exhibit A – Required Submission Forms

Exhibit B – Program Proposal And Qualifications Form

Exhibit C - Insurance Requirements

Exhibit D – Program Request Form

Exhibit E – Background Check Release Form

2.7 Exceptions

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

2.8 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this RFP.
2. Phase I: Review by an Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to 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. The Committee may rank the firms deemed the most highly qualified to perform the required services and shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee will hold brief interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed instructor be a part of these Phase II interviews. If requested by the Committee, interview sessions will be scheduled. After such interview sessions, the Committee will complete the ranking of the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in the interviews. 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. Procurement staff will prepare the final score/ranking on behalf of the Committee and will forward the same to the City Manager for the City Manager's recommendation.
4. After reviewing the Committee's scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City's best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee's scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals.
5. The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City's decision will be final.

2.9 Evaluation Criteria

Proposals shall be evaluated the Committee according to the following criteria and respective weight:

Evaluation Criteria	Maximum Points
Phase I:	
1. Program Description	25 points
1.a. Program Participant Fees	20 points
2. Other Locations	10 points
3. Instructor Experience and Qualifications	25 points
Phase II:	
Interview	20 points
TOTAL	100 points

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

Proposer provided proof of certification showing it is a certified veteran business enterprise or certified service-disabled veteran business enterprise, as defined in City of Doral Code Section 2-324	5 points
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2.10 References and Verification

The City may conduct an investigation of references including a record check of consumer affairs complaints. City is the sole judge in determining Proposer's qualifications. Additionally, the City may verify the information submitted by the Proposer and may obtain and evaluate additional information, as it deems necessary to ascertain the Proposer's ability to perform, which determination shall be made by the City in its sole discretion. The Proposer's submission of a Proposal constitutes acknowledgment of the process and consent to investigate.

2.11 Basis of Award

The City intends to award a Contract to highly qualified proposer(s) who are responsive and responsible and possess the best combination of qualifications, experience, and value, as further outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined by the City at its sole discretion. The City reserves the right to award a single proposer for all facilities, a primary and secondary proposer for each group, or a combination of proposers on a facility-by-facility basis, if determined to be in the best interest of the City. The City reserves the right to include or exclude additional parks or remove existing parks under the Contract as determined by the City Manager.

2.12 Licensing

Successful Proposer must provide a copy of its occupational/business license and State of Florida business registration prior to award. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. 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. Proposer shall be required to comply with all applicable laws.

2.13 Contract Generally

The City will negotiate a Contract with the selected firm(s) pursuant to City Council approval. Each Awarded Proposer must execute a contract within ten (10) days after the City notifies Proposer of the award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. Where staff are not able to successfully negotiate a Contract with the top ranked Proposer, the City may enter into negotiations with the next ranked Proposer until a Contract is negotiated.

Notwithstanding any language contained herein or in the Proposal of an 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. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements made in connection with the project shall be subject to the terms of the Contract

resulting from this RFP.

2.14 Term

The City anticipates that the Awarded Proposer will enter into a contract with the City for a term of two (2) years with one (1) two (2) year renewal term for a total term of four (4) years, subject to the provisions contained in this RFP.

2.15 Pricing

If a Proposer is awarded a contract under this RFP solicitation, the prices negotiated between the City and the Proposer shall not be adjusted without the City's approval in its sole and absolute discretion. However, the Proposer may offer incentives and discounts on its pricing to the public at any time during the contractual term. The City reserves the right to negotiate pricing for the additional term(s) based on market research information or other factors that influence price.

The pricing proposed shall be inclusive of all required components to provide the services herein required, including without limitation all tools, equipment, materials, goods, supplies, furnishing of transportation and services, fuel, power, water, essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

2.16 Insurance Requirements

The awarded Proposer will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated Exhibit C. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Scope of Services

The City is requesting sealed Proposals from qualified and experienced firms for the provision of instructional programs at the City's new Central Park as well as at various locations within certain City facilities. The City intends to enter into one or more Contracts, subject to the approval of the City, with the selected proposer(s) subject to the terms and conditions contained herein. Proposers are not permitted to subcontract in whole or in part any portion of service or services unless they have obtained prior written approval of the City Manager, which may be withheld for any reason.

Proposers may, but are not required to, submit proposals for each group. To qualify for a certain group, Proposers must identify the facilities and/or group they're submitting for. The City will award each group based on the qualifications, pricing, and experience of the proposing firms to meet the specific needs of each group. The City may select one or more proposers to carry out the scope of work outlined in this RFP.

3.2 Provider(s) Responsibilities

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

- 3.2.1 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 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 within Exhibit B, Program Proposal and Qualification Form.
- 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 "E") 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 "G").

Upon passing the required background screening the City will provide the instructor with a photo ID (Exhibit "F") 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 Park Facilities. Facility hours of operation are subject to change.

Doral Central Park Community & Fitness Center Hours will be finalized once construction is finished. Current (outside) park hours are:

Doral Central Park 3005 NW 92nd Ave. Doral, FL 33172	
Monday- Friday	7:00AM - 9:00PM
Saturdays	8:00AM - 9:00PM
Sundays	8:00AM - Sunset

Doral Legacy Park Community Center 11400 NW 82 Street Doral, FL 33178	
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

Morgan Levy Park Community Center 5300 NW 102 Ave. Doral, FL 33178	
Monday – Friday	9:00 AM – 9:00 PM
Saturdays	9:00 AM – 4:00 PM
Sundays	CLOSED
Designated Holidays	CLOSED

Doral Meadow Park 11555 NW 58 Street Doral, FL 33178	
Monday – Friday	8:00 AM – 10:00 PM
Saturdays	8:00 AM – 5:00 PM
Sundays	8:00 AM – 5:00 PM
Designated Holidays	CLOSED

Doral Glades Park Community Center 7600 NW 98 Place Doral, FL 33178	
Monday – Friday	9:00 AM – 9:00 PM
Saturdays	9:00 AM – 5:00 PM
Sundays	9:00 AM – 5:00 PM
Designated Holidays	CLOSED

Doral Cultural Arts Center 8363 NW 53 ST, Doral, FL 33166	
Monday – Friday	10:00 AM – 9:00 PM
Saturdays	10:00 AM – 5:00 PM
Sundays	–CLOSED
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 provide the instructor with an updated class roster prior to the start of each session.
- 3.3.3 The City of Doral shall notify the Provider with any schedule changes.
- 3.3.4 The City of Doral will assist with the promotion of the camp by advertising through available City outlets.
- 3.3.5 The City will assist with facility set up for the camp, if needed and requested by Provider.
- 3.3.6 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.

3.3.7 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.

3.4.4 Pricing for senior citizen programs may not exceed \$80 per hour.

3.4.5 Provider shall submit their proposed hourly rate for senior citizen programs by completing the form provided in Exhibit B – Program Proposal and Qualifications Form.

3.4.6 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.

3.5 Registration and Payment

3.5.1 Program participants will either register with the City of Doral or directly with the Provider, which will be determined during contract negotiation. Either the City or the Provider will collect all registration fees from participants upon registering along with Waiver and Release of Liability forms (**Exhibit "G"**).

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% of the fees paid and the Provider shall be entitled to 75% of the fees paid, which will be determined during the contract negotiations. The non-resident surcharge is fully payable to the City. An hourly/per class rate may be negotiated once awarded for some programming and is at the discretion of the City of Doral.

3.5.4 The Provider must submit payment along with completed payout forms (Exhibit "H") 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 Assessments (**Exhibit “I”**).

3.6 Equipment and Materials

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 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.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

The required forms are attached to this Solicitation as Exhibits A and B, and are inclusive of the following:

1. Solicitation Response Form
2. Bidder/Proposer Qualification Statement
3. List of Proposed Subcontractors
4. Bidder/Proposer Affidavits
 - Ownership Disclosure
 - Public Entity Crimes
 - Compliance with Foreign Entity Laws
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - E-Verify Program Affidavit
 - No Contingency Affidavit
 - Copeland “Anti-Kickback” Act Affidavit
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Bidder Affirmation
5. Conflict of Interest Disclosure Form
6. Certificate of Authority
7. Program Proposal and Qualifications Form