

**SOLICITATION RESPONSE FORM****City of Doral RFP No. 2024-23  
Parks Concessions**

Date Submitted	
Company Legal Name*	
Date of Entity Formation	
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	
Office Location	
FEI/EIN No.	
Authorized Representative (Name and Title)	

**\* Attach copies of applicable business licenses, including Business Tax Receipt, etc.**

**\* Attach copies of all small business or similar certifications held by Proposer.**

**\* Attach a Table of Organization reflecting the Project Team reporting structure, names, & titles.**

**\* Attach 1-page resume for each Project Team member and attach any applicable professional certifications.**

1. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
2. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this RFP within ten days after the date of City's Notice of Award (If applicable).
3. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_ Check here If no Addenda were issued by the City.

4. Bidder/Proposer further warrants and represents that it has familiarized itself with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all site conditions, including applicable reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise

may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

6. Bidder/Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.
7. Bidder/Proposer further warrants and represents that this Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.
8. Bidder/Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
9. Bidder/Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
10. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

11. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

### STATEMENT

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

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

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

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

Authorized Representative Signature: \_\_\_\_\_

**PROPOSER QUALIFICATION STATEMENT**

The Proposer's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

**PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS.**

Proposer	
Years in Business	
Concession Manager*	

\* attach "Certified Food Manager" or "Certified Food Protection Manager" certification

Identify past and current concession contracts to support compliance with required years of experience. Additional tables may be added by completing additional copies of this form, as needed.

Concession Contract No. 1			
Name:			
Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Concession Contract No. 2			
Name:			
Description:			
Budget/Cost:		Budget/Cost:	
Owner/Client Name:		Owner/Client Name:	
Reference Phone No.:		Reference Phone No.:	
Concession Contract No. 3			
Name:			
Description:			
Budget/Cost:		Budget/Cost:	
Owner/Client Name:		Owner/Client Name:	
Reference Phone No.:		Reference Phone No.:	

**PROPOSER MENU AND PRICING – STANDARD CONCESSIONS**

Complete the below chart to include proposed menu items with corresponding prices. Additional tables may be added by completing additional copies of this form, as needed.

Proposers must submit each item’s Food & Drug Administration mandated Nutritional Facts Label.

Food & Beverage Item Description	Price – U.S. Dollars
Example: Ham & Cheese Sandwich	\$4

**PROPOSER MENU AND PRICING – SPECIAL CONCESSIONS**

Complete the below chart to include proposed menu items with corresponding prices for special concessions, such as party rental packages, game day packages, etc. Additional tables may be added by completing additional copies of this form, as needed.

Proposers must submit each item’s Food & Drug Administration mandated Nutritional Facts Label.

Special Menu Name:		
Food & Beverage Item Description		Price – U.S. Dollars
Example: Ham & Cheese Sandwich		\$4

**PROPOSED CONCESSION FEE**

Select which Concession Areas Proposer is interested in operating:

- ☐ Doral Legacy Park
- ☐ Morgan Levy Park
- ☐ Doral Central Park Aquatic Center
- ☐ Doral Central Park Fitness & Community Center

Proposed Percentage of Gross Sales, as defined in the RFP: \_\_\_\_\_ %

**BIDDER/PROPOSER AFFIDAVITS**

**Business Name:** \_\_\_\_\_

D.B.A.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business (“Bidder”) and authorized to make the following statements and certifications on Bidder’s behalf:

**1. Ownership Disclosure**

Pursuant to City Code Section 2-384, the above-named Bidder hereby discloses the following principals, individuals, or companies with five percent (5%) or greater ownership interest in Bidder (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

The above-named Bidder hereby discloses the following subcontractors (supplement as needed):

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder, 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 Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder 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 Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or

proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

## 2. Public Entity Crimes

1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
  - \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - \_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

## 3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

- a. Bidder is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- b. The government of a foreign country of concern does not have a controlling interest in Bidder, as defined in Section 287.138, Florida Statutes.
- c. Bidder is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- d. Bidder does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
- e. Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to s. 215.473.
- f. Bidder is not engaged in business operations in Cuba or Syria.
- g. Bidder is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel list in accordance with the requirements of Sections 287.135 and F.S. 215.473, Florida Statutes



#### 4. Disability, Nondiscrimination, and Equal Employment Opportunity

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 29 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

#### 5. Conformance with OSHA Standards

Applicant certifies and agrees that Applicant has the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and in the event the City engages Bidder, Bidder agrees to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses the City may incur due to the failure of itself or any of its subcontractors to comply with such act or regulation in the performance of the contract.

#### 6. E-Verify Program Affidavit

Affiant certifies the following:

- a. Affiant is familiar with and understands the provisions of Section 448.095, Florida Statutes and 48 CFR 52.222-54 and has sufficient knowledge of the personnel practices of the Bidder to execute this Declaration on behalf of the Bidder.
- b. Bidder has registered with and utilizes the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095, which prohibits the employment, contracting or sub-contracting with an unauthorized alien.
- c. Bidder does not knowingly employ unauthorized aliens or retain in its employ a person whose immigration status makes them ineligible to work for the Bidder.
- d. Bidder has verified that any subcontractors utilized to deliver goods or services to the City through the Contractor's contract with the City use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor. The undersigned further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request.
- e. Failure to comply with the requirements of F.S. 448.095 may result in termination of the Bidder's contract(s) with the City of Doral.

#### 7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and

Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

#### **8. Copeland Anti-Kickback Affidavit**

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

#### **9. Non-Collusion Affidavit**

I, the undersigned affiant, swear or affirm that:

- a. Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- b. Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- c. Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s) of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.
- d. The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

#### **10. Drug Free Workplace Program**

Bidder, in accordance with Florida statute 287.087 hereby certifies that the Bidder does all of the following:

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

- e. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

\_\_\_\_\_ Select here if Not Applicable

### 11. Cone of Silence Certification

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

### BIDDER AFFIRMATION

I, the undersigned affiant, being first duly sworn as an authorized agent of the below-named Bidder, does hereby affirm and attest under penalty of perjury as the proposed Bidder for City of Doral that the certifications and statements provided above on behalf of Bidder are true to the best of affiant's knowledge and belief and that Bidder is compliant with all requirements outlined in these City of Doral Affidavits. Bidder acknowledges it is required to comply with and keep current all statements sworn to in the above affidavits and will notify the City of Doral immediately if any of the statements attested hereto are no longer valid.

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Affiant Name & Title (Printed)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE****Business Name:** \_\_\_\_\_

D.B.A.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral's conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

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

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

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

<b>I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, a resolution was duly passed and adopted authorizing \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

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

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

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

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

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

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY**  
(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing \_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

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

Partner Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was affirmed, subscribed, and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by means of ☐ physical presence or ☐ online notarization, by \_\_\_\_\_ who is personally known to me or who produced the following identification: \_\_\_\_\_.

[Notary Seal]

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**CERTIFICATE OF AUTHORITY**

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

## **MINIMUM INSURANCE REQUIREMENTS**

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

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

#### **B. Endorsements Required**

City of Doral listed as an additional insured.  
Contingent & Contractual Liability  
Premises and Operations Liability  
Primary Insurance & Non-Contributory Clause Endorsement  
Inclusion of Explosion, Collapse & Underground Hazard  
Inclusion of Assault & Battery

Waiver of Subrogation in favor of City

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

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000

#### **B. Endorsements Required**

City of Doral listed as an additional insured

### **III. Workers Compensation**

Statutory- State of Florida

#### **Employer's Liability**

A. Limits of Liability  
\$500,000 for bodily injury caused by an accident, each accident.  
\$500,000 for bodily injury caused by disease, each employee.  
\$500,000 for bodily injury caused by disease, policy limit.  
Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.



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

A. Higher Limits of Liability

\$1,000,000

**Subcontractors’ Compliance:** It is the responsibility of the CONTRACTOR to ensure that all Subcontractors comply with all insurance requirements.

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

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

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

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

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

**RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT**

**Site-Visit for RFP 2024-23 Doral Parks Concessions**

Visitor Name (print): _____	<b>Construction Program:</b> Doral Central Park
Company Name: _____	<b>Construction Site:</b> Doral Central Park 3005 NW 92 Ave
Visitor Title: _____	<b>Program Owner:</b> City of Doral
Full Mailing Address: _____	<b>Construction Contractor/Manager:</b> Kaufman Lynn Construction, Inc

The Undersigned wishes to participate in a pre-bid site visit related to RFP 2024-23 "Doral Parks Concessions," and in furtherance thereof, be permitted access to the Construction Site for the above-named Construction Program. The Undersigned agrees and represents that he/she is aware that there are ongoing construction activities at the Construction Site. The Undersigned further agrees and represents that construction sites are a dangerous environment, including the above-referenced Construction Site, despite the precautions for safety taken by Kaufman Lynn Construction, Inc., its subcontractors, or others performing work at the Construction Site. In consideration of being granted the right to access the Construction Site, the Undersigned has agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for himself and for his personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that construction and other activities at the Construction Sites are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE, the City of Doral, Kaufman Lynn Construction, Inc., any contractor or subcontractor or person engaged by any of them to perform any work or services at the Construction Site, and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Construction Site.
3. The Undersigned ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS DEATH or damage to his/her property occurring during or as a result of the Undersigned's presence at the Construction Site.
4. To the fullest extent permitted by law, the Undersigned shall indemnify, defend and hold harmless the City of Doral, Kaufman Lynn Construction, Inc., and all of their officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnitees"), from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, arising out of or resulting from the Undersigned's presence at the Construction Site. The Undersigned's duty to defend, indemnify and hold the City of Doral harmless from all liabilities specifically does not encompass indemnifying the City of Doral for its negligence, intentional or wrongful acts, omissions or breach of contract. Nothing contained herein shall be deemed or otherwise interpreted as waiving the City of Doral's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat.
5. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Construction Site and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
6. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Construction Site.
7. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Waiver of Liability and Release carefully, understand its significance, and voluntarily agree to all of its terms.

Signed Visitor Name: \_\_\_\_\_

Date: \_\_\_\_\_

**ORDINANCE #2012-21**

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF  
THE CITY OF DORAL, FLORIDA CREATING SECTION \_\_\_\_\_  
ESTABLISHING NUTRITIONAL REQUIREMENTS FOR FOOD  
AND BEVERAGES SOLD AT CITY FACILITIES, AND EVENTS;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION  
IN THE CITY CODE; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, 31.9 percent of American children and adolescents ages 2 to 19 are obese, or overweight, which translates into more than 23 million who are either obese or overweight; and

**WHEREAS**, overweight children and adults are at greater risk for numerous adverse health consequences, including type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression and other debilitating diseases;

**WHEREAS**, the medical costs of obesity have risen nationally to \$147 billion each year; and

**WHEREAS**, the City of Doral is committed to providing an environment where children and adults can maintain a healthy lifestyle; and

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AS FOLLOWS:**

Section 1. Section \_\_\_\_\_ of the City Code of the City of Doral is hereby created to read as follows:

Section \_\_\_\_\_. Definitions.

- a. "Added sweetener" means any additive other than 100 percent fruit juice that enhances the sweetness of a beverage.
- b. "City Event" shall mean any event primarily sponsored by the City of Doral whether at a City Facility or elsewhere. This term shall not include events held at City Facilities by third parties

where the City is merely a sponsor and not responsible for any organizational aspects of the event.

- c. "City Facility" shall mean any property owned and operated by the City of Doral.

Section \_\_\_\_\_. Nutritional Requirements of Foods and Beverages.

- a. It shall be required that at least fifty percent (50%) of foods offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
  - 1. Not more than 35 percent of its total calories shall be from fat.
  - 2. Not more than 10 percent of its total calories shall be from saturated fat.
  - 3. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
  - 4. Not more than 175 calories per individual food item.
- b. It shall be required that at least fifty percent (50%) of beverages offered for sale or provided at any City Event and/or City Facility meet the following nutritional requirements:
  - 1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
  - 2. Drinking water.
  - 3. Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
  - 4. Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.
- c. The price for foods and beverages conforming with the above sections shall not exceed comparable nonconforming products by more than a maximum of ten percent (10%).

Section \_\_\_\_\_. Implementation.

- a. The City Manager or his/her designee shall be responsible for the implementation and enforcement of this Ordinance and shall consult a licensed nutritionist to that effect.
- b. All RFPs, ITBs or other solicitations for concession services at City Events or Facilities shall weigh the nutritional offerings of proposers or bidders with a weight of no less than twenty percent of the total solicitation score.
- c. All contracts for concession services or other services that will provide food or beverages at any City Event or Facility shall

reference this section and clearly state that failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

Section 2. Repeal of Conflicting Provisions. To the extent any provisions of the Code conflict with this Chapter, those provisions are repealed in their entirety.

Section 3. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Inclusion in the Code. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Doral, Florida; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5. Effective Date. This Ordinance shall be effective commencing September 19, 2012.

The foregoing Ordinance was offered by Councilmember Boria, who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Peter Cabrera	Yes
Councilwoman Luigi Boria	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on first reading this 22 day of August, 2012.

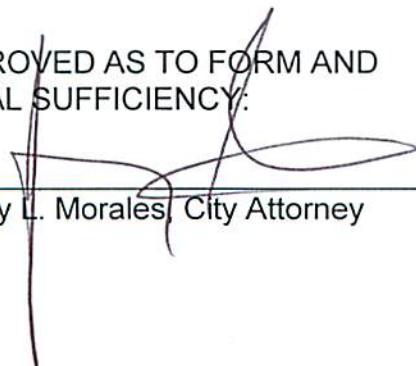
PASSED AND ADOPTED on second reading this 19 day of September, 2012.

  
\_\_\_\_\_  
Juan Carlos Bermudez, Mayor

ATTEST:

  
\_\_\_\_\_  
Barbara Herrera, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
Jimmy L. Morales, City Attorney

**ORDINANCE No. 2024-13**

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AMENDING ARTICLE II “RULES AND REGULATIONS” OF CHAPTER 29 “PARKS AND RECREATION” OF THE CITY OF DORAL CODE OF ORDINANCES, TO PROVIDE FOR A BAN OF POLYSTYRENE ARTICLES IN CITY PARKS IN CERTAIN CIRCUMSTANCES, AND A BAN ON CERTAIN POLYSTYRENE ARTICLES IN CITY PARKS; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, polystyrene is made from styrene, a petroleum byproduct which is nonrenewable and a heavily polluting resource; and

**WHEREAS**, styrene is a known neurotoxin that is classified as reasonably anticipated to be a human carcinogen (meaning there is significant evidence linking styrene to human cancers); and

**WHEREAS**, polystyrene is not recyclable and once discarded persists in the environment for years; and

**WHEREAS**, polystyrene is often used to make the foam cups, plates, and clamshells that are sometimes referred to as Styrofoam, however, other forms of polystyrene are used to make certain clear or solid plastic cups, lids, straws, utensils, as well as other food-service ware; and

**WHEREAS**, polystyrene products float in water and are non-biodegradable and non-recyclable; and

**WHEREAS**, polystyrene products pose a threat to wildlife, waterways, ecosystems, and contaminate the public drainage system as they create litter, and impede waste reduction and recycling goals; and

**WHEREAS**, regulating polystyrene products will reduce the accumulation of polystyrene litter in the environment and will improve the health of the City’s waterways,

wildlife and residents; and

**WHEREAS**, there are affordable alternatives to polystyrene foam that may be used to store products, foods, and beverages, such as coated and uncoated paper, and compostable plant fiber products (such as Bagasse made from sugar cane, bamboo, palm, and other rapidly compostable resources); and

**WHEREAS**, although the City is preempted from regulating the use or sale of polystyrene products, pursuant to Section 500.90, Florida Statutes, the preemption does not limit the authority of a local government to restrict the use of polystyrene by individuals on public property, temporary vendors on public property, or entities engaged in a contractual relationship with the local government for the provision of goods or services; and

**WHEREAS**, the City Council finds that regulating the use of polystyrene products on City parks is in the best interest of the health, safety, and welfare of the City of Doral, Florida.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF DORAL:**

**Section 1.**     **Recitals.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

**Section 2.**     **Amending Code.** Chapter 29, Article II of the Code of Ordinances of the City of Doral is hereby amended to read as follows:

## **Chapter 29 – PARKS AND RECREATION**

### **Article I. – IN GENERAL**

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## Article II. – RULES AND REGULATIONS

\*\*\*

### **Sec. 29-60 Prohibition regarding sale or use of Polystyrene food-service articles in Parks and Park Property**

#### (a) Intent.

- (1) The City seeks to protect the health, safety and welfare of the public by prohibiting the use of polystyrene articles in City parks by individuals.
- (2) The City strives to reduce the use of polystyrene articles and encourage the use of environmentally friendly reusable and recyclable alternatives.
- (3) The City wishes to reduce waste and environmental hazards by entering into contractual relationships for the provision of goods and services with contractors that do not use polystyrene articles.

#### (b) Definitions. For purposes of this Section, the following definitions shall apply:

- (1) Parks Vendor or Contractor means a contractor, vendor, lessee, licensee, programming partner, or permittee of the City that uses, works on, provides services at, or undertakes construction of Park Property; a special events permittee for an event in a Park; or an operator or manager of Park Property or a facility within a Park.
- (2) Polystyrene means thermoplastic petrochemical material utilizing a styrene monomer, including but not limited to polystyrene foam or expanded polystyrene, processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, or extrusion-blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene).
- (3) Polystyrene article means plates, bowls, cups, utensils, cutlery, tableware, containers, lids, trays, coolers, ice chests, bags, boxes, wrappings, bottles, and all similar articles that consist of polystyrene.

(c) Beginning on July 1, 2024, no Parks Vendors or Contractors shall engage in the sale of any Polystyrene article on any Park Property and no person shall carry or use any Polystyrene cups, plates, bowls, food containers or ice chests, sometimes referred to as Styrofoam onto or on any Park Property.

(d) Parks Vendors or Contractors shall not sell, use, provide food in, or offer the use of Polystyrene articles on Park Property and in all facilities located within Parks. A violation of this rule shall be deemed a default under the terms of the applicable contract between the City and the Parks Vendor or Contractor. This rule shall not apply to Polystyrene articles that are used for prepackaged food or drinks, except for bottled water, that have been filled and sealed prior to receipt by the Parks Vendor or Contractor. Bottled water carried into Park Property by a Parks Vendor or Contractor shall be in a boxed or canned format.

(e) Any contract between the City and a Parks Contractor entered into before this ordinance takes effect, shall not be subject to the requirements of this section, unless the Parks Contractor voluntarily agrees thereto. The requirements will apply at the time of renewal or a new agreement is entered into.

(f) Approved Special Event Permits occurring in City Park Facilities shall also adhere to the requirements set forth above.

(g) Penalties. Any person or entity that violates any of the provisions in this section is subject to the penalties set forth below:

i. First offense: \$500 fine and increasing by \$500 for each subsequent offense.

ii. Agreements/Permits may also be revoked in the instance of a violation and future agreements/permits may also be at risk should a Parks Vendor or Contractor not comply with these requirements.

**Section 3.**     **Severability.** If any section, subsection, sentence, clause, phrase,

work or amount of this ordinance shall be declared unconstitutional or invalid by competent authority, then the remainder of the ordinance shall not be affected thereby and shall remain in full force and effect.

**Section 4. Repeal of Conflicting Provisions.** All ordinances or parts of ordinances or resolutions of the City Code made inconsistent or in conflict herewith shall be and they are hereby repealed in their entirety as there is conflict or inconsistency.

**Section 5. Incorporation into the Code.** It is the intention of the Mayor and City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the City of Doral Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall become upon adoption on second reading.

The Prime Sponsor of the foregoing ordinance is Councilwoman Digna Cabral.

The foregoing Ordinance was offered by Councilmember Porras, who moved its adoption.

The motion was seconded by Vice Mayor Puig-Corve upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Oscar Puig-Corve	Yes
Councilwoman Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes

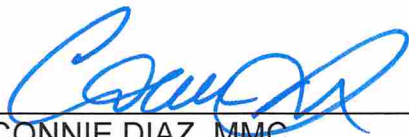
PASSED AND ADOPTED on FIRST READING this 10 day of April, 2024.

PASSED AND ADOPTED on SECOND READING this 8 day of May, 2024.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



GREENSPOON MARDER, LLP  
INTERIM CITY ATTORNEY

**CONTRACT #2024-23**  
**CONCESSIONS SERVICES FOR THE CITY OF DORAL PARKS**  
**BETWEEN**  
**CITY OF DORAL**  
**AND**  
**CONTRACTOR NAME**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "Effective Date"), by and between the **CITY OF DORAL**, a Florida municipal corporation, (the "CITY"), and **CONTRACTOR NAME** a Florida limited liability company (the "Contractor") located at **City, State, Zip Code**.

**WHEREAS**, the Contractor will provide services for the CITY, as further described in this contract, **RFP-2024-XX Concessions Services for the City of Doral Parks**, and other documents attached hereto (the "Services"); and

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

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

**1. Scope of Services.**

1.1. Contractor shall provide the Services set forth herein, **RFP-2024-XX Concessions Services for the City of Doral Parks**, and in Exhibit "A" Statement of Work in a professional manner and in accordance with all federal, state, and local laws. In the event of a conflict of interest between this document and the exhibits, the following order of precedence shall be observed:

1.1.1. This Contract #2024-23

1.1.2. RFP-2024-23 and all Addenda

1.1.3. Exhibit A, Statement of Work

1.1.4. Exhibit B, Proposer's Submittal and any Written Materials Submitted During Presentations/Interviews

**2. Term/Commencement Date.**

2.1. The term of this Contract shall be from **October 1, 2024, through November 30, 2024** ("Initial Term"), unless earlier terminated in accordance with Paragraph 8. After the Initial Term, this Contract may be renewed upon mutual agreement of the Parties.

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

**3. Compensation and Payment.**

- 3.1. The Contractor agrees to pay the City for the Services in accordance with the terms set forth in Exhibit "A", Statement of Work, which is attached hereto and incorporated herein.
- 3.2. Contractor shall deliver reports, along with any other information required under this Agreement, to CITY detailing the Services completed. The Contractor shall pay the City in accordance with the terms set forth in Exhibit "A".

4. **Subcontractors.**

- 4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2. Contractor may only utilize the services of a subcontractor with the prior written approval of the City Manager, which approval may be granted or withheld in the City Manager's reasonable discretion.

5. **Contractor's Responsibilities; Representations and Warranties.**

- 5.1. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Contractor under similar circumstances.
- 5.2. The Contractor hereby warrants and represents that, at all times during the term of this Agreement, it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for City as an independent contractor of the City.
- 5.3. The Contractor further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 5.4. The Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

6. **Termination.**

- 6.1. The City Manager, without cause, may terminate this Agreement upon ninety (90) calendar days written notice to the Contractor, or may terminate immediately with cause if Contractor fails to cure any breach after written notice with fourteen (14) day opportunity to cure.
- 6.2. Upon receipt of the CITY's written notice of termination for convenience, Contractor shall stop providing Services effective immediately, unless otherwise directed by the City Manager.
- 6.3. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, if any, in a hard copy and electronic

format within fourteen (14) days from the date of written notice of the termination or expiration of this Agreement.

7. **Insurance.**

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

7.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the CITY, reflecting the CITY as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to CITY prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the CITY. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The CITY reserves the right to inspect and return a certified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY.

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

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

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

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

8. **Nondiscrimination.**

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

9. **Attorney's Fees and Waiver of Jury Trial.**

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

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

10. **Indemnification.**

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

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

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

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

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



**13. Entire Agreement/Modification/Amendment.**

- 13.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 13.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**14. Ownership and Access to Records and Audits.**

- 14.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which specifically and exclusively relate to Services to the CITY which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the CITY.
- 14.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.
- 14.3. Upon request from the CITY's custodian of public records, Contractor shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 14.4. Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.
- 14.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the CITY, within fourteen (14) days. All such records stored electronically by Contractor shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 14.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

- 14.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- 14.8. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER 305-693-6730, EMAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS THE CITY OF DORAL HALL, 8401 NW 53<sup>RD</sup> TERRACE, DORAL, FL 33166.**
- 14.9. Contractor shall notify CITY and label or otherwise identify any and all materials and records which would be trade secrets or proprietary information that would be exempt as defined by Florida Statutes and provide a sworn affidavit from a person with personal knowledge attesting that the exempted documents constitute trade secrets within the meaning of Section 812.081, Florida Statutes, and stating the factual basis for the same. Pursuant to Section 815.045, F.S., the CITY shall not disclose and shall maintain the confidentiality of any records which constitute a trade secret or proprietary information as defined by Florida Statutes.
15. **Non-assignability.** This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager.
16. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
17. **Independent Contractor.** The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
18. **Compliance with Laws.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
19. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
20. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement,

shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

21. **Prohibition of Contingency Fees.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
22. **Public Entity Crimes Affidavit.** Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Contractor shall execute and provide the City with a certification, in a form acceptable to the City, certifying compliance with this provision. Additionally, the Contractor agrees to observe the above-referenced requirements for applicable subcontracts entered into for the performance of work under this Agreement.
23. **Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, epidemic, fire, flood, hurricane or tropical storm, earthquake, explosion, or any act of God; provided that the cause whether or not enumerated in this Section is beyond the reasonable control and without the fault or negligence of the party seeking relief under this Section.
24. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
25. **Audits.** Contractor agrees to provide access to City or any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to the performance of this Agreement, for the purpose of audit, examination, excerpts, and transcripts. The City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by the City to Contractor audit and inspect, or cause to be audited and inspected, those books, documents, papers, and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain any and all such books, documents, papers, and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

26. **E-Verify Affidavit.** The Contractor must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security’s E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit “C”.

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

**[Remainder of page intentionally left blank. Signature pages follow.]**

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

**CITY OF DORAL**

By: \_\_\_\_\_  
Name: Rey Valdes, City Manager

Attest:

By: \_\_\_\_\_  
Connie Diaz, City Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Lorenzo Cobiella, City Attorney

**CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Acknowledged before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_, on behalf of CONTRACTOR, who  
☐ Is personally known to me or  
☐ Has produced identification (type of ID produced): \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Print or Stamp of Notary Public Expiration Date

**Attachments:**

Exhibit A – Statement of Work  
Exhibit B – Insurance Requirements  
Exhibit C – E-Verify Affidavit

**Contractor Contact Information:**

**EXHIBIT "A"**

**STATEMENT OF WORK**

DRAFT

**EXHIBIT “B”**

**INSURANCE REQUIREMENTS**

DRAFT

**EXHIBIT "C"**

**E-VERIFY AFFIDAVIT**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Doral, Florida, are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below, you hereby affirm that you will comply with E-Verify requirements.

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

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_, who

☐ Is personally known to me or

☐ Has produced identification (type of ID produced): \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public Expiration Date