

CITY OF DORAL



Request for Proposals

City of Doral Parks Concessions

RFP No. 2024-23



**City of Doral
Request for Proposals
Park Concessions
RFP No. 2024-23**

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 parks concession services. The City desires to retain the services of one or more firms to operate concessions at the City’s various parks as further described in this solicitation.

SCHEDULE

Issuance/Advertisement Date:

Oct. 1st 2024

Oct. 10TH 2024, at 10:00 AM

**Non-Mandatory Pre-Bid Meeting
& Site Visit:**

**Commencing at
Doral Legacy Park Concession Area
11400 NW 82nd St, Doral, FL 33178**

**Maximum of two (2) representatives per firm.
Waiver and Release must be executed**

Cut-off Date for Written Questions:

Oct. 17th, 2024, at 2:00 PM

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

**Oct. 30th 24, at 2:00 PM
Due Electronically via DemandStar or Vendor Registry**

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 2024-23 Park Concessions**” 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 operate concessions at various City of Doral Parks, as further described in this solicitation.

2.2 Pre-Proposal Submission Conference and Site Visit (Voluntary)

A Pre-Proposal Conference and site visit will be held at the date, time, and location specified in the introduction of this Solicitation. During this conference and site visit all work will be discussed. The City shall not accept a proposal submitted by a firm that did not have at least one representative in attendance at the Mandatory Pre-Proposal Conference and site visit. Firms may not have more than three (3) representatives at the site visit.

The City will meet with all interested proposers at the date, time, and location specified in the introduction of this RFP. The group will then meet at the next facility as specified by the City Staff coordinating the site visit. Prior to participating in the site visit, all firms must sign the waiver attached and incorporated herein as Exhibit C.

The Cone of Silence will be temporarily lifted during the conference and site visit to discuss the project. 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 and site visit, 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 project, including but not limited to the information obtained pursuant to the pre-proposal conference and site visit. Proposers are also required to carefully examine the facilities and be thoroughly informed regarding all conditions 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 2024-23 Park Concessions**” 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 a concessionaire that is 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:

- The Proposing firm shall have a record of performance and operation within Florida for at least one (1) year immediately preceding the issuance of this RFP.
- The Proposing firm must have two (2) years of successful experience in concessions/restaurant/cafeteria/food service management within the last five (5) years.
- The Proposing firm's Concession Manager must have the following minimum qualifications:
 - Minimum of two (2) years of supervisory experience in the food service industry.
 - Certified as a "Certified Food Manager" or "Certified Food Protection Manager" as required by the Florida Department of Health. More information regarding this certification may be found at <https://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager.html>

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 manage concession areas.

2.6 Proposal Submittal Instructions

Proposals must be typed or printed in black or blue ink only with 11 point or larger font size on standard Letter size pages. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Proposals are to

be submitted in the following format:

1. Cover Page: Show the name of Proposer's firm, address, telephone number, and name of contact person, email address, date, and the subject: "Park Concessions RFP 2024-23."
2. Table of Contents: Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Letter of Transmittal: Provide a narrative summary of the Proposal in a brief and concise manner. The letter should not exceed one page in length.
4. Proposer Qualification Statement: Specify Proposer's experience and qualifications. The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the Proposer's capacity to perform, including the following:
 - a. Identify how Proposer meets or exceeds the firm minimum qualification requirements.
 - b. Detail Proposer's qualifications to provide the services required in this Solicitation.
5. Project Team Qualification Statement: The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the project team's capacity to perform the services required herein, including the following:
 - a. Specify the individual that will serve as Proposer's lead representative ("Concessions Manager") who shall be responsible for all the work to be performed by the Provider under this Contract and shall serve as the point of contact.
 - b. Specify any other key personnel who will be assigned to complete the Work (together with the Concessions Manager, the "Project Team").
6. Approach: Describe the proposed approach and operational plan for managing the concession facilities, including staffing, inventory management, food preparation, and quality control procedures. Explain how the proposer will ensure efficient, high-quality, and responsive service to customers. This section should demonstrate the proposer's understanding of the City's requirements and their ability to meet or exceed the scope of services. Highlight any innovative ideas or value-added services the proposer can offer to enhance the concession operations.
7. RFP Required Forms: Proposer shall complete and submit all of the forms included in Exhibit A, including, without limitation, the listing of sample menu items with menu pricing and proposed percentage fees.

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 presentations and interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed Site Supervisor be a part of these Phase II presentations. If requested by the Committee, oral presentations and/or interview sessions will be scheduled. After such presentations and/or interview sessions, the Committee will reevaluate and re-rank the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in presentations. 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
Qualifications, Experience, and Past Performance	25 points
Approach and Responsiveness to Scope	25 points
Variety of Menu Options & Reasonableness of Menu Pricing	25 points
Concession Percentage Fee Proposal to City	25 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, including without limitation Florida Department of Health Food Sanitation requirements.

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 three (3) years with one (1) two (2) year renewal term for a total term of five (5) 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 B. 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 operation of concession facilities at various locations within certain City facilities, which includes, the preparation and sale of food and beverages on behalf of the City. The City intends to enter into one or more Contracts, subject to the approval of the City, with the selected proposer(s) to operate concessions and food and beverage sales at various locations, 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.

The facilities within which concessions are to be operated are as follows:

Concession Areas	Address
Doral Legacy Park	11400 NW 82nd St, Doral, FL 33178
Morgan Levy Park	5300 NW 102 Ave, Doral, FL 33178
Doral Central Park Aquatic Center	3005 NW 92nd Ave, Doral FL 33172
Doral Central Park Fitness & Community Center	3005 NW 92nd Ave, Doral FL 33172

The facilities in this RFP may be divided into two (2) groups:

- **Group 1:**
 - a. Doral Legacy Park
 - b. Morgan Levy Park
 - c. Doral Central Park Aquatic Center
- **Group 2:**
 - a. Doral Central Park Fitness & Community Center

The City's vision for the menu items provided at these concession facilities are listed below, but are not limited to the following:

Group 1: Traditional concession items: Hot dogs, hamburgers, pizza, chips, snacks, ice cream etc.

Group 2: Tailored to more fitness/community health items such as, but not limited to, wraps, smoothies, coffees, protein shakes, baked goods etc.

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 Concession Fee

The Provider agrees to pay the City a concession fee per location on a monthly basis for the right to operate the concession at the specified location. The City may assess a 10% late fee on payments not postmarked within ten (10) calendar days after the end of the previous payment period.

The Concession Fee shall be equal to the greater of (i) the Minimum Concession Fee specified below, or (ii) a percentage of Gross Sales, as negotiated in the Contract pursuant to this RFP. "Gross Sales" shall be defined herein as all revenue received less taxes. The minimum concession fee specified below

shall increase on an annual basis by five (5) percent per year.

Concession Area	Minimum Concession Fee
Doral Legacy Park	[\$570] per month
Morgan Levy Park	[\$470] per month
Doral Central Park Aquatic Center	[\$570] per month
Doral Central Park Fitness & Community Center (1 st floor)	[\$270] per month

Prior to occupying the concession area(s) the Provider shall submit a security deposit to the City in an amount equal to one month per awarded facility.

3.3 Concession Operations

3.3.1 Quality Service

The Provider shall at all times maintain a clean and safe environment and provide high quality service while operating the Concession. The Provider may also be subject to monthly audits of the concession facility by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- Service quality, attentiveness, courteousness, etc.;
- Food quality, presentation, and merchandising;
- Sanitation practices and conditions;
- Personal appearance;
- Training program techniques, schedules, and records;
- Safety conditions;
- Operational performance from a financial perspective; and
- Other related operational conditions and/or practices.

A report as a result of the audit will notify the Provider of conditions needing correction or improvement. In the event, the Provider is deficient in three (3) audits during the term of the Contract, the City may declare the Provider in default of the terms and may terminate the Contract with ten (10) day written notice.

3.3.2 Hours of Operation:

The Provider agrees to operate the Concession at a minimum on weekdays during peak times 4:00pm-8:30pm and weekends. Additionally, the Provider agrees to operate at the Aquatic Center during the pool's Public Swim hours and on weekends when the leisure side is open, or as mutually determined by the City and Provider(s). The Provider is encouraged to operate the concession outside the minimum requirements. The final operating hours shall be subject to approval by the City Manager. The City Manager, or designee, shall have the flexibility to modify the minimum hours of operation if it is in the best interest of the City due to fluctuations in park activity. If the Provider wishes to make any changes to the schedule, the Provider must provide 72 hours written notice subsequently approved by the City. In the event Parks staff determines the concession area is unsafe to operate due to inclement weather or other safety concerns, the Provider will be required to close the concession during such time.

3.3.3 Permitted Uses

The use of the Concession shall be limited to the sale of prepackaged foods and non-

alcoholic beverages. Soda fountains may be permitted. The cooking and/or reheating of food products within the Concession shall be limited to activities that do not require the use of a stove, gas grill, barbecue grill or other similar equipment. The use of a microwave, blender, electric grill, electric fryer or sandwich press may be permitted. Provider shall provide to the City a list of equipment for approval in the sole discretion of the City. Provider shall not sell or distribute any glass bottles or containers. Other than the uses stated above, the Concession may not be used by Provider for any other purpose.

3.3.4 Licenses, Certifications, Inspections, and Permits

All required municipal, county and state licenses, certifications, inspections, and/or permits must be obtained within thirty (30) days of notification of award of this Request for Proposal. Payment and renewal of these licenses, certifications, inspections, and/or permits will be the sole responsibility of the Provider. The Provider shall provide a copy of all licenses, certifications, inspections, and/or permits to the City.

3.3.5 Maximum Amperage

The Provider's proposed equipment shall not exceed 20 amps per breaker at each concession site.

3.3.6 Level of Service

The Provider shall at all times stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Provider agrees that the level of services in the proposal cannot change without the City's approval.

3.3.7 Disposal Of Trash

The Provider shall, on each day of operation of the Concession, properly dispose of all litter and trash generated through its use of the Concession upon the close of the operation day inside the dumpster located at the Park. The City will not have any responsibility for the disposal or removal of any litter or trash generated as a result of the Provider's operation of the Concession.

3.3.8 Securing Items

The Provider shall be solely responsible for securing all equipment and inventory stored within the concession.

3.3.9 City Rules

The City may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Provider, and the Provider shall provide adequate supervision of the Concession at all times the Provider is in control of the Concession.

3.3.10 Incident Reports

The Concessions Manager or any Provider employee shall contact City staff when any noteworthy event occurs at the Concessions, including but not limited to injuries, trespassing, equipment/inventory loss or other significant event.

3.3.11 Inspection Of Concession

The Provider shall be responsible for inspecting the condition of the facilities and equipment in the Concession, every day prior to its use. Inspection reports shall be made in writing and presented to the City Manager or designee if requested.

3.3.12 Management Meetings

The Concessions Manager shall meet with the City's Representative on a monthly basis, at a mutually determined schedule, to discuss Concession-related matters and any contract issues.

3.3.13 Warrant of Equipment

The City does not expressly or impliedly warrant the condition of any food service equipment. The Provider waives the right to a claim for any damages Provider, its agents, employees, volunteers, guests or invitees from any use of the Concession.

3.4 Payment Collection and Reporting

3.4.1 Point of Sale System

The Provider agrees to use a point-of-sale system approved by the City. The City shall have access to this point-of-sale system. The Provider will keep accurate and complete records of all revenue and expenses in connection with the operation of the concession facility. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. The City may conduct an audit of Provider's sales and revenue to ensure accurate payment of percentage fees and compliance with other contract provisions.

3.4.2 Debit and Credit Cards

The Provider shall accept credit and debit card payments from park patrons.

3.4.3 Daily Sales Report

A daily sales report shall be kept by the Provider in a form acceptable to the City and submitted to the City with the monthly rental fee.

3.4.4 Reporting Sales

The Provider shall at the end of each business day, provide the supervisor on duty at each facility a copy of total sales in the concession. This report must be a direct print-out from point-of-sale (POS) software.

3.4.5 Sales Tax Remittance

The Provider shall pay sales taxes or provide the City with proof of collection and remittance of sales taxes to the State of Florida on a monthly basis. The Provider shall provide proof of sales tax remittance to the City on a monthly basis.

3.5 Menu Requirements

3.5.1 Menu Options

The Provider shall submit a menu with food items and proposed prices with a copy of each item's Food & Drug Administration mandated Nutritional Facts Label to the City Manager for final review and approval prior to commencement.

The final menu must conform to the awarded proposal, or as otherwise may be negotiated by the City. Sales and reduced prices may be offered. The Provider may

provide special game day “package” menus, such as individual mixed fruit packages and sports drinks. All menus are subject to the City’s approval.

3.5.2 Changes/Additions to Menu

The City Manager or designee must approve any changes to items on the menu in order to remain compliant with the City’s requirements, including healthy snack options. Provider may provide additional goods or services that are mutually agreeable by both parties. Any changes to menu pricing shall also be subject to reasonable prior approval by the City Manager.

In the event the City enters into a sponsorship agreement which restricts the sale of certain goods in City parks, vendor shall comply and replace the subject menu item with an acceptable alternative, as approved by the City and consistent with the subject sponsorship agreement.

3.5.3 Nutritional Standards

Provider shall comply with Ordinance 2012-21 attached herein as Exhibit “D” establishing nutritional requirements for food and beverages sold at City Facilities. Failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

3.5.4 Ban of Polystyrene

Provider shall comply with Ordinance 2024-13 attached herein as Exhibit “E” banning the use of Polystyrene in City parks. Failure to adhere to the requirements herein shall constitute a material breach of the contract and be subject to immediate termination.

3.6 Access and Exclusivity

3.6.1 Provider Access:

The Provider may only enter the concession during the operating hours posted at each park facility. Two (2) copies of all required keys will be furnished to the Provider. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider’s expense.

3.6.2 City Access:

The Provider understands City staff shall have access to the concession areas at all times in order to inspect the facilities or access City-owned equipment. The Provider understands that the City may, from time-to-time, utilize the concession for storage or meal prep of City approved programming (e.g. camps or recreational programming).

3.6.3 Third Party Vendors at Special Events:

The City reserves the right to contract third party vendors to provide concession services at designated special events held at City park facilities.

3.6.4 Party Rental Packages:

The Provider may propose special party rental packages to compliment the City’s party rental program. This includes catering for birthday, baby showers, and all other activities which may utilize the rooms and pavilions available for rental at City parks. This is a non-exclusive arrangement and does not preclude parties renting spaces from using their

preferred vendor.

3.6.5 Non-Exclusivity for Items Sold:

The Provider acknowledges the operation of the vending machines is independent from this Contract. Items sold by the Provider do not preclude either party from selling the same or similar item.

3.6.6 Subcontracting:

The Provider shall not subcontract any services or rights in this Contract without the written consent of the City Manager, or designee. The Provider shall not have any right to sublicense any portion of the City's property to any third party without the prior written approval of the City Manager.

3.6.7 Additional Services:

The Provider may have the opportunity to provide services through food carts/food stands at other City park facilities on a limited as needed basis for special events and or special programming. This shall be at the discretion of the City. The provider will pay a flat fee for these occasions which will be negotiated with the Provider and the City.

3.7 Concession Area Improvements and Repair

The Provider shall not display or affix any signs, install equipment, or make improvements to the Concession without first obtaining the advance written approval of the City Manager or designee. If authorized by the City Manager pursuant to the terms of this Contract, the Provider agrees that it will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Provider desires to place into the Concession. The City will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any personal property, fixtures, or equipment placed into the Concession by the Provider.

The City will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession. In the event of any damage to the Concession by the Provider or its agents, employees, volunteers or participants, the Provider shall be responsible for replacing the Concession or restoring the Concession to its condition prior to the use of the Concession by Provider, as determined by the City Manager.

The Provider and a designated City of Doral staff member will conduct a facility inspection prior to Provider occupancy. Upon termination or expiration of this Contract, Provider may remove any of its personal property from the Concession except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the concession to its original condition. If the Provider fails in this responsibility, the Provider shall be responsible to pay a fee equal to the actual cost of cleaning and repair incurred by the City.

Tables and chairs may be placed in or around the concession area by the Provider, subject to obtaining the prior written approval of the City Manager or designee.

3.8 Promotional Activities with Leagues

The Provider is encouraged to work with the City's sports providers to develop fundraising promotions and activities throughout the year.

3.9 Special Events

Award of the RFP does not guarantee participation in City special events.

3.10 Staffing

The Provider's employees shall be professional and courteous at all times with City staff and park patrons. The City requires a high level of customer service from the Provider's employees while performing concession duties. This item will be important in how the City evaluates the Provider's performance once a contract is awarded.

3.10.1 Coverage

No gaps in coverage will be tolerated.

3.10.2 Concessions Manager

In the event of a change of the Concessions Manager, the Provider must provide the City a copy of the newly proposed Parks Concession Manager's qualifications in writing. The selection of the Parks Concession Manager must be approved by City's Representative.

3.10.3 Manager Qualifications

The Concessions Manager needs to be a certified food manager pursuant to the requirements set forth by the Florida Department of Health. All employees shall be trained in safe food handling procedures through a City approved program, pursuant to applicable Florida Department of Health standards.

3.10.4 Schedule Requirements

The Concession Manager shall be on property at least five (5) days per week, two (2) hours per day during the hours of operation or at the request of the City's Representative and shall be reachable during park operating hours.

3.10.5 Appearance

The Provider's employees shall come to work in a neat and sanitary manner and not pose a health threat or risk to the public.

3.10.6 Uniforms

The Provider shall purchase and provide to staff a uniform that meets the City's approval. Staff shall not wear a City unapproved uniform or display City decals on Provider's vehicles to conduct non-City related business or personal matters while inside or outside the city limits.

3.10.7 Conduct

The Provider shall not permit any intoxicated person or persons to remain at the Concession or allow profane or indecent language, or improper, boisterous or loud conduct to take place in or about the Concession.

3.10.8 Background Checks

Provider shall conduct a Class 2 criminal background check on all employees that will perform work at City facilities once every calendar year. Provider shall submit evidence of criminal background check clearance (or other clearance information the City may reasonably require) prior any new employees commencing work at City facilities.

3.10.9 Training

The Provider agrees that it will properly train and supervise all of its employees and ensure compliance with the City's Drug Free Workplace policy.

[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 Exhibit A, and are inclusive of the following:

1. Solicitation Response Form
2. Bidder/Proposer Qualification Statement
3. Price Sheet
4. Conflict of Interest Disclosure Form
5. 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
6. Certificate of Authority