

## 7.1 STATEMENT OF NO RESPONSE

Special Needs Camp  
RFP # 2025-08

**PROPOSERS TO THIS OPPORTUNITY MAY WRITE “N/A” ON THIS FORM, OR MAY OMIT IT FROM THEIR RESPONSE.**

If you are not proposing on this service/commodity, please complete and return this form to:  
City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

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

We, the undersigned have declined to submit a response on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

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



## CITY OF DORAL PROCUREMENT

### 7.2 RFP REFERENCE SURVEY

**RFP No. 2025-08**  
***Special Needs Camp Services***

From:		To: PROCUREMENT DEPARTMENT
Company:		Date:
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725
Email:		Email: <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>
Subject:	Reference for work completed regarding: <b>Special Needs Camp Services.</b>	
Additional Details:		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is soliciting proposal RFPs from qualified and experienced individuals/firms to provide Special Needs Camp Services.</i></p>		
<p><b>Company</b> you are providing a reference for: _____</p>		
	<b>Indicate:</b>	<b>“YES” or “NO”</b>
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company's work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Were the services completed on time based on the original established timeline?		
6. Was all services within budget based on the original established budget?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. <b>Rate from 1 to 10 (10 being the highest)</b>		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		
<p>Please Complete and return to the City of Doral Procurement Department:  at <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>  <b>RFP No. 2025-08</b>  <b><i>Special Needs Camp Services</i></b></p>		
<div style="border-bottom: 1px solid black; width: 100%;"></div> Print Name		<div style="border-bottom: 1px solid black; width: 100%;"></div> Title
<div style="border-bottom: 1px solid black; width: 100%;"></div> Signature		<div style="border-bottom: 1px solid black; width: 100%;"></div> Date

Exhibit A

**7.3 CONTACT INFORMATION WORKSHEET**

(To be completed by Proposer)

RFP NO. 2025-08

COMPANY/AGENCY/FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BUSINESS EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

CONTACT PERSON & TITLE: \_\_\_\_\_

CONTACT EMAIL ADDRESS: \_\_\_\_\_ PHONE No.: \_\_\_\_\_

BUSINESS HOURS: \_\_\_\_\_

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP /  
JOINT VENTURE

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY /  
OTHER \_\_\_\_\_

DATE BUSINESS WAS ORGANIZED/INCORPORATED: \_\_\_\_\_

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT (if  
different from  
address provided above): \_\_\_\_\_

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS AND EXECUTE  
CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE  
DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Exhibit A

## 7.4 PROPOSER QUALIFICATION STATEMENT

RFP#2025-08

The Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall Bid/Statement Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:

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**ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_
2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Exhibit A

**7.5 BUSINESS ENTITY AFFIDAVIT**  
**(PROPOSER DISCLOSURE)**

RFP NO. 2025-08

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

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

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

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

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

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

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
Date

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

Sworn to and subscribed before me this \_day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR

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

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

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

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

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

Exhibit A

**7.6 NON-COLLUSION AFFIDAVIT**

RFP NO. 2025-08

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

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

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_,  
the  
BIDDER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached  
Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham  
Bid;
- (4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired,  
connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit  
a collusive or sham Bid in connection with the Work for which the attached Bid has been  
submitted; or to refrain from bidding in connection with such Work; or have in any manner,  
directly or indirectly, sought by agreement or collusion, or communication, or conference  
with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or  
of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the  
Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance,  
or unlawful agreement any advantage against (Recipient), or any person interested in the  
proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any  
other of its agents, representatives, owners, employees or parties in interest, including this  
affiant.

FURTHER AFFIANT SAYETH NOT

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

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:



Exhibit A

My Commission Number:

**7.7 No Contingency Affidavit**

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

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

- (1) He/She/They is/are \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

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

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

Exhibit A

**7.8 AMERICANS WITH DISABILITIES ACT (ADA)**

DISABILITY NONDISCRIMINATION  
STATEMENT RFP NO. 2025-08

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 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, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

## 7.9 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP NO. 2025-  
08

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

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

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 3.2.3 of this document.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

Exhibit A

**7.10 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**

FLORIDA STATUTES, ON PUBLIC ENTITY  
CRIMES RFP NO. 2025-08

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose  
business address is \_\_\_\_\_ and (if applicable)  
its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (If the entity had no FEIN,  
include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
3. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies

to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

4. 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.)

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

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

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

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

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

## 7.11 DRUG-FREE WORKPLACE PROGRAM

RFP NO. 2025-  
08

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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VENDOR'S SIGNATURE

---

NAME OF COMPANY

---

VENDOR PRINT NAME

Exhibit A

**7.12 ANTI-KICKBACK AFFIDAVIT**

RFP # 2025-08

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

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

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

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

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:  
My Commission Number:

Exhibit A

**7.13 CONE OF SILENCE CERTIFICATION**

RFP NO. 2025-08

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

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

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date



Exhibit A

**7.14 PROPOSER'S CERTIFICATION**

RFP # 2025-08

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals. I agree that my statement will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the statements.

I certify that all information contained in this statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said statement; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub- contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Notary Public

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

\_\_\_\_\_  
My Commission Expires

## 7.15 RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

### RFP #2025-08

The full names and residences of persons, partners or firms interested in the foregoing RFP, as principals are as follows:

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Witness:  
(seal)

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Bidder:

---

Firm Name

---

Signature

---

Print Name

---

Title (Sole Proprietor or Partner)

Post Office Address:

---

---

County in which fictitious name is registered.

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Telephone #

Attach a copy of proof of registration.

Exhibit A

**5.16 RFP SIGNATURE PAGE FOR CORPORATION**  
RFP #2025-08

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFP, as principals, are as follows:


Post Office Address	Bidder
_____	_____
_____	Corporate Name
	_____
	President's Signature

Is this corporation incorporated in the State of _____	<u>Attest:</u>
Yes __ No	Secretary

If no, give address of principle place of business: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Exhibit A

## 7.17 TIE SUBMITTAL CERTIFICATION

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)  
of the \_\_\_\_\_, do hereby certify that I have read and  
understand the requirements/procedures for Tie Statements set forth under sub-section 5.1.5 of  
this document.

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

Individual's Signature

Date \_\_\_\_\_

Exhibit A

**7.18 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER  
448.095, FLORIDA STATUTES**

**RFP-2025-08**

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

\_\_\_\_\_  
Name of Entity

hereby affirms that it does not employ, contract  
with, or subcontract with an unauthorized alien.

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

\_\_\_\_\_  
Printed Title of Affiant

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

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Entity

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Notary Public Information**

Notary Public State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of 20\_\_\_\_

By \_\_\_\_\_

He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

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

\_\_\_\_\_  
Serial Number

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

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Notary Public Seal

**5.22 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER**  
**448.095, FLORIDA STATUTES**

**RFP-2025-08**

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity \_\_\_\_\_

hereby affirms that it does not employ, contract  
with, or subcontract with an unauthorized alien.

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

\_\_\_\_\_  
Printed Title of Affiant

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

\_\_\_\_\_  
Name of Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address of Entity

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Notary Public Information**

Notary Public State of \_\_\_\_\_ County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of 20 \_\_\_\_\_

By \_\_\_\_\_

He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

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

\_\_\_\_\_  
Serial Number

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

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Notary Public Seal

Exhibit A

**5.23 REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR**

**LABOR AND SERVICES**

**RFP-2025-08**

Contractor Name: \_\_\_\_\_

Contractor FEIN: \_\_\_\_\_

Contractor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

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

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District Board of Trustees of Miami Dade College, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

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

Authorized Signature

Print Name and Title: \_\_\_\_\_

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

**END OF SECTION**

Exhibit A

**5.19 REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR  
LABOR AND SERVICES**

**RFP-2025-08**

Contractor Name: \_\_\_\_\_

Contractor FEIN: \_\_\_\_\_

Contractor's Authorized Representative Name and Title: \_\_\_\_\_

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

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

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

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The District Board of Trustees of Miami Dade College, Florida, is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

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

Authorized Signature

Print Name and Title: \_\_\_\_\_

**END OF SECTION**





EXHIBIT "A"

## Parks and Recreation

### BACKGROUND CHECK RELEASE FORM

☐ VOLUNTEER      ☐ CONTRACTUAL      ☐ EMPLOYEE

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

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

#### NOTICE OF COLLECTION OF SOCIAL SECURITY NUMBER

Please be advised that, consistent with Section 119.071(5), Florida Statutes, the City of Doral collects social security numbers on its employment and volunteer applications. The purpose and need for the collection of social security numbers is to conduct a criminal background and credit history check, if applicable, on the candidate applying as an employee or volunteer. The social security numbers collected by the City of Doral will not be used for any purpose other than to conduct a criminal background and credit history check. The City of Doral will not release the social security number to any individual or agency unless required by court order or state law.

#### CURRENT PERSONAL DATA

NAME \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

☒ Criminal background records/information

☒ National Sex Offender Registry check

☐ Credit History Check

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

## EXHIBIT "B"

### INSURANCE REQUIREMENTS- AGREEMENTS FOR OUTSIDE INSTRUCTORS

#### I. Commercial General Liability

- A. Limits of Liability
  - Bodily Injury & Property Damage Liability
  - Each Occurrence \$1,000,000
  - Policy Aggregate \$1,000,000
  - Personal & Advertising Injury \$1,000,000
  - Products & Comp. Ops **(If Applicable)** \$1,000,000
  - Sexual Abuse & Molestation \$100,000
- B. Endorsements Required:
  - City of Doral listed as an Additional Insured
  - 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166
  - Contingent Liability
  - Premises and Operations Liability

#### II. Workers Compensation (Coverage A)

Statutory limits as required - State of Florida

##### Employer's Liability (Coverage B)

\$100,000 for bodily injury caused by an accident, each accident \$100,000  
for bodily injury caused by disease, each employee \$500,000 for bodily  
injury caused by disease, policy limit

#### III. Professional Liability/Error's & Omissions (If Applicable)

- A. Limits of Liability
  - Each Claim \$250,000
  - Policy Aggregate \$250,000
  - "Retro Date" coverage included

**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 written notice of cancellation or material change from the insurer in accordance to policy provisions. If coverage will not be replaced within 10 days with no lapse in coverage, instructor is required to notify City directly.**

**All insurance will be provided by companies authorized to do business in the State of Florida. Companies must be AM Best rated no less than "A-", "Class VI".**

**Requirements herein are minimums. Coverages, limits, policies and certificates of insurance are subject to review, verification, and amendment by Risk Management.**

**EXHIBIT "C"**

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

TO THE CITY OF DORAL: in consideration of the opportunity afforded to me or my minor child/ward to participate in the activity described in the Registration Form at:

Morgan Levy Park, 5300 NW 102<sup>nd</sup> Avenue / Doral Meadow Park, 11555 NW 58<sup>th</sup> Street &  
Doral Legacy Park 11400 NW 82nd Street.  
(Name and Address of Facility)

I, the undersigned, on behalf of myself or my child/ward named in the Registration form, do freely agree to make the following contractual representations and agreements.

I, on behalf of myself or my child/ward named in the Registration Form, acknowledge and understand that participation in the activity involves the risk of serious injury, including permanent disability and/or death and severe social and economic losses.

I, on behalf of myself or my child/ward named in the Registration Form, do hereby knowingly, freely, and voluntarily assume all liability for any damage or injury which may occur as a result of me or my child/ward's participation in such activity and will indemnify and hold harmless from any and all liability to release, waive, discharge, and covenant not to sue the City of Doral, its officers, agents, employees, and volunteers from any and all liability or claims which may be sustained by me, my minor child/ward, or a third party directly or indirectly in conjunction with, or arising out of participation in the activity described herein, whether caused in whole or in part by the negligence of the City of Doral or otherwise.

I, on behalf of myself or my child/ward named in the Registration Form, grant permission to transport the participant to and from events, activities, programs, etc. when required and hold harmless those who transport.

I, on behalf of myself or my child/ward named in the Registration Form, also agree to allow transportation of the participant to the nearest physician or hospital for medical treatment and agree for immediate first aid to injured person when deemed necessary.

**PHOTO RELEASE**

I give permission for any photograph, video tape, or any other form of audio visual record of myself or my child's participation with the City of Doral Parks and Recreation Department to be used by the City of Doral for publicity purposes.

I, on behalf of myself or my child/ward, have read the above provision, fully understand its terms, and understand that I, on behalf of myself or my child/ward, have given up substantial rights by signing this waiver and I acknowledge that I signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and I agree that, if any portion of this Registration Form is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "D"**  
**PROGRAM REQUEST FORM**

*Individuals interested in proposing their programs and services must complete and return this form attached to the Request for Proposal. All program fees are subject to military discounts of 25% per child (50% per sibling) off of the registration cost. Discount only applies to Doral residents and with proper military ID. This information will be used for consideration of program proposals. Use one form per program.*

Name of Program: \_\_\_\_\_

Participant Ages: from \_\_\_\_\_ to \_\_\_\_\_

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

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

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

Total Program Fee: \_\_\_\_\_ Fee/class: \_\_\_\_\_

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

Materials to be supplied by participants: \_\_\_\_\_

\_\_\_\_\_

Materials to be supplied by Provider: \_\_\_\_\_

\_\_\_\_\_

Materials to be supplied by the City: \_\_\_\_\_

\_\_\_\_\_

Additional Program Requirements: \_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Minimum Requirements:**

1,000,000 General Liability Insurance

Letter(s) of Recommendation

***Office Use Only:***

Program Rate:\$\_\_ # of classes in Session: \_\_\_\_

Fee/Class: \$\_\_\_\_\_

**Subsidy/Class:** \$\_\_\_\_\_

IT STARTS IN  
**PARKS**

## EXHIBIT “E”

### Detailed Camp Expense Report

EMPLOYEES					
Position	#	\$ per person	Line Total	Calculation	Explanation
Subtotal					

SUPPLIES					
Supplies	Qty	Amount	Line Total	Calculation	Explanation
Subtotal					

Third Party Services					
Services	Qty	Amount	Line Total	Calculation	Explanation
Subtotal					

Misc. Expenses					
Expense	Qty	Amount	Line Total	Calculation	Explanation
Subtotal					

Direct Costs	
Grand Total	

**SAMPLE AGREEMENT**



## EXHIBIT "F"

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DORAL AND

\_\_\_\_\_  
FOR  
\_\_\_\_\_

**THIS AGREEMENT** is made between \_\_\_\_\_, a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for \_\_\_\_\_ (the "Project"); and

**WHEREAS**, the City desires to engage the Consultant to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through \_\_\_\_\_, 20\_\_, unless earlier terminated in accordance with Paragraph 8.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider shall be compensated in the following manner:
  - a. Provider will be paid by the City on a bi-weekly basis for any camp related expenses during the duration of the camp.
  - b. Provider must provide an invoice for payment to be received.
  - c. Payments will be processed within 14 days of receiving the invoice.

Exhibit AExhibit A

- d. Expensed invoices must not exceed a total of \$25,000.00 for the duration of the camp.
- e. Fill out Exhibit "E" – Detailed Camp Expenses

4. **Sub-consultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.
- a. Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Submit an operating budget for the service that provides for registration fees equal to the costs of operating the service.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

- 8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.
- 8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by EXHIBIT B. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. 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, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their 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.
- 11.2 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.

12. **Indemnification.**

12.1 Consultant shall defend, 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 out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 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 following addresses:

For the City:                      City Manager  
    City of Doral, Florida  
    8401 NW 53rd Terrace  
    Doral, Florida 33166

With a Copy to:                  City's Legal Counsel

For the Provider: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 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.
- 15.2 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.

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

- 16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.2 The City Manager or his 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 Consultant involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 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.

19. **Independent Contractor.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all 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.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 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.

22. **Survival of Provisions**

22.1 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.

23. **Prohibition of Contingency Fees.**

23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

\_\_\_\_\_  
, City Clerk

By: \_\_\_\_\_  
, City Manager

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

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
City Attorney

**PROVIDER**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Proposer is to submit a completed**

- o [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification