

CITY OF DORAL



Request for Proposals

Special Needs Camp Services

RFP No. 2025-08



**City of Doral
Request for Proposals
Special Needs Camp Services
RFP No. 2025-08**

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 Special Needs Camp services. The City desires to retain the services of one or more firms to operate a special needs camp at the City's various parks as further described in this solicitation.

SCHEDULE

| | |
|-------------------------------------|-----------------------------|
| Issuance/Advertisement Date: | Monday, June 9, 2025 |
|-------------------------------------|-----------------------------|

Wednesday, June 18, 2025, at 10:00 AM

**Non-Mandatory Pre-Proposal
Conference:**

Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 269 286 194 573 6
Passcode: 2YR23cf2

| | |
|--|---|
| Cut-off Date for Written Questions: | Tuesday July 1, 2025, at 2:00 PM |
|--|---|

**Thursday July 10, 2025, at 2:00 PM
Due Electronically via DemandStar or Vendor Registry**

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

Microsoft Teams [Need help?](#)
[Join the meeting now](#)
Meeting ID: 242 580 665 195 6
Passcode: BR3xa3nT

**Anticipated Evaluation Committee
Meeting Phase I:**

TBD

**Anticipated Evaluation Committee
Meeting - Interviews - Phase II
(Closed to the Public):**

TBD

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

TBD

INSTRUCTIONS

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

This RFP is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**RFP 2025-08 Special Needs Camp Services**” 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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1.0 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.

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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]

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City of Doral is soliciting Proposals from qualified and experienced firms to provide Special Needs Camp Services. These services are coordinated by the Parks and Recreation Department. The City desires to retain the services of a recreational camp firm for a Six (6) to Nine (9) Week Special Needs Camp for the for the summer and spring break, plus the ability to add other out of school time periods such as fall break, and winter break at the City's discretion at one of our parks. In addition to seasonal breaks, the City is also accepting proposals for Special Needs Day Camps that will be offered during the weeks that school is in session. These may also include camps on Teacher Planning Days. These will be considered separate proposals – Seasonal Break Camps and School Day Camps.

2.2 Pre-Proposal Submission Conference

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

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

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

2.3 Inquiries

This RFP is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this RFP must be made in writing and be directed to Procurement at procurement@cityofdoral.com. All inquiries must reference "**RFP 2025-08 Special Needs Camp Services**" 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 of Proposers

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have sufficient financial support, equipment, and organization to insure 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 firm, principal owners, partners, corporate officers, or management 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.
2. Proposers shall be fully licensed as Occupational Therapist and/or must be Certified Therapeutic Recreation Specialists or have similar certifications/educational experiences to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances. Additionally, proposer must have on-staff an Occupational Therapist and/or Certified Therapeutic Recreation Specialist or someone with similar certifications/educational experiences. If Proposer does not meet these requirements they will automatically be disqualified from the bid process.
3. Proposer must have performed work in the State of Florida on at least three (3) Special Needs Camp jobs and/or years, preferably one (1) with a government entity, each within the past five (5) years. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Provider to ascertain that the contact person will be responsive.
4. Bidder must submit:

The following items shall be required submittals as part of the proposal as described in Section 3. Failure to submit any of the items described in this section will result in a proposal scoring as nonresponsive. This list does not include any submittals required in other sections of this RFP. The format outlined below shall serve as a means for Proposers to organize how information is presented to the City in submitted proposals.

 - o TAB 1: Executive Summary describing your organization's goals and expected outcomes and a brief history of the organization. Limit to one (1) page.
 - o TAB 2: The Proposer must provide to the City a copy of all resumes for staff including ownership, management, administration, and staff outlining qualifications and experience as part of the proposal.
 - o TAB 3: List of all professional certifications and memberships held by the Proposer and staff. (I.e. CPR, first aid, etc.)
 - o TAB 4: Written narrative of the three (3) most recent job experiences managing camps preceding this RFP. Proposer shall also supply a list of the government entities they have worked for in the past five (5) years which includes the organization's name, telephone number, and email address of the contact person

- for each entity. Limit description to two (2) pages.
- o TAB 5: Written narrative not to exceed five (5) pages of all proposed programming. This shall include all types of camps offered, sample curriculum or itinerary, extracurricular activities, camp days/times.
 - o TAB 6: Fill out Detailed Expense Report Sheet (to include all costs associated with camp) as provided in Exhibit "E".
 - o TAB 7: A detailed list of all equipment and uniforms that will be provided to each participant.
 - o TAB 8: Audited Financial Statement and litigation history.
 - o TAB 9: The Proposer shall provide any policies, rules, code of conduct, applications, waivers, business tax receipt, and any other documentation that is necessary to be part of the program as a participant and/or staff member.
 - o TAB 10: All required forms referenced herein.

Providers must tab and label each section of the submittal as detailed above

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

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

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

2.6 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.

2.7 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance and responsiveness with the submission requirements of this RFP.
2. Phase I: Review by an Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee may rank the firms deemed the most highly qualified to perform the required services and shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee will hold brief interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed instructor be a part of these Phase II interviews. If requested by the Committee, interview sessions will be scheduled. After such interview sessions, the Committee will complete the ranking of the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in the interviews. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will prepare the final score/ranking on behalf of the Committee and will forward the same to the City Manager for the City Manager's recommendation.
4. After reviewing the Committee's scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City's best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee's scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals.
5. The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City's decision will be final.

2.8 Method of Award/Evaluation Criteria

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In

order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 7 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

PHASE 1 - The City will evaluate all Proposals to select a firm/individual or may "shortlist" firms/individuals that will advance to Phase II of the selection process.

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 7 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

PHASE 1 - The City will evaluate all Proposals to select a firm/individual or may "shortlist" firms/individuals that will advance to Phase II of the selection process.

| PHASE 1 EVALUATION SHEET | |
|--|-----------------|
| CRITERIA | POSSIBLE POINTS |
| Understanding and Responsiveness as it Pertains to Meeting the Scope of Services | 30 |
| Experience in Managing Special Needs Camps | 30 |
| Proposed Camp Expenses Exhibit "C" | 30 |
| Experience with Government Entity | 10 |
| Total Points Possible | 100 |

The top Proposers will be elected to participate in Phase 2. However, based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase 2 evaluation process. **The City may also decide that the Phase 2 portion of the process is not necessary and recommend for award based upon Phase 1 only.**

PHASE 2 — The City shall conduct interview presentations and re-evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals.

| PHASE 2 EVALUATION SHEET (If necessary) | | |
|---|--|------------------------|
| CRITERIA | Description | POSSIBLE POINTS |
| Experience | Firms/individuals must have demonstrable ability to perform all services specified herein through reference checks. Provide a list of at least three (3) <u>Special Needs Camp</u> and/or years, if possible, one (1) job with a government entity, each within the past five (5) years. Provide details as to how each camp was successful by showing survey results, testimonials, or the like. | 35 |
| Understanding & Responsiveness to Scope of Service | Firms/individuals must demonstrate how they meet Section 3 of this RFP. | 35 |
| Presentation | Additional insight in regard to Organization, Professionalism, Management, Communication, and qualifications of the firm/individual. Overall Presentation will be evaluated. | 30 |
| | Total Points Possible | 100 |

Extra points will be awarded based on the following criteria:

| CATEGORY | EXTRA POINTS |
|--|---------------------|
| Vendor is headquartered or has an office inside the City of Doral. | 2.5 |
| Vendor is headquartered or has an office inside Miami-Dade or Broward Counties. | 2.5 |
| Vendor is a certified minority business enterprise as defined in Florida Statute 288.703 | 2.5 |
| Vendor is a certified veteran business enterprise as defined in Florida Statute 295.187 | 2.5 |
| TOTAL | 10 |

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer selected as the most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

Basis of Award: Proposer will be awarded a contract based on the highest total evaluation score.

The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.9 References Surveys

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. Proposers are responsible for forwarding the Solicitation Reference Surveys to present and past clients. Forms must be completed and returned to the following email address procurement@cityofdoral.com

Refer to Section four of this RFP solicitation for a copy of the Reference Survey.

2.10 Licensing

Successful Proposer must provide a copy of its occupational/business license and State of Florida business registration prior to award. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Proposer shall be required to comply with all applicable laws.

2.11 Terms

The City and the Awarded Proposer shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a maximum total of

five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

2.12 Pricing

If the Proposer is awarded a contract under this RFP solicitation, the registration prices will be determined by the City. The City will handle the registration process and collection of fees. Proposer must not exceed camp costs of \$40,000.00. (Refer to section 3.7)

2.13 Insurance Requirements

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit "A".

Please Note: 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. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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 Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder 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 referenced above.

[END OF SECTION]

3.0 SCOPE OF SERVICES

3.1 Scope of Services

Proposals are being accepted for a Special Needs Camp for the summer and spring break, plus the ability to add other out of school time periods such as fall break, winter break, and spring break. The City is also accepting proposals for weeks that school is offered, and will also include Teacher Planning Day Camps. The City makes the final determination on what facility a specific camp will be stationed. The City is primarily seeking a recreation/educational camp. A general recreation camp is a multi-function camp and should include daily activities such as multi-sport activities, field trips, low organized games, arts & crafts, dance, and other interactive / social components.

The City is seeking a special needs camp for children with Intellectual Disabilities (ID) **ages 6 - 35** that fit the basic descriptions listed below, including but not limited to:

- Communication and Language Training
- Indoor Recreational activities
- Social Skills Training
- Sports Activities
- Science Experiments and Projects
- Music
- Field Trips
- Dance

3.2 Provider(s) Responsibilities

3.2.1 The Provider's services shall be performed on the days and hours listed below:

Camps, other than the Extended Care Program, may take place from 8:00am to 5:00pm, with a lunch break provided Monday through Friday. Camps must be held during summer and spring if Seasonal Camps is being proposed.

The Extended Care Program is optional and not required by the Provider. If the camp Provider chooses to provide an Extended Care Program for their camp, they would be responsible for all campers participating.

Extended Care Program hours may be 7:30am to 8:00am and 5:00pm to 6:00pm for all camp days as listed above. It is up to the camp Provider to determine if they will charge the parents for the Extended Care Program.

3.2.2 The Provider and the Director of the Parks & Recreation Department or his/her designee, hereinafter referred to as the "Department", will agree upon camp schedules. Provider agrees to submit a Program Request Form to the Department for all camps, specialty camps, clinics and/or extended care programs no less than four (4) weeks prior to the beginning of each camp session. All such forms shall be deemed to form a part of this

Agreement. Depending on the number of RFP's received, there may be a maximum of one Provider. Usage of any other parks or City facilities must be approved by the Parks & Recreation Director or his/her designee. Multi-purpose/recreational room access will be available during summer session during specific hours per day. Additional hours will be made available during inclement weather.

- 3.2.3 Provider must meet minimum student enrollment (5 participants). The Provider agrees to take daily attendance of all students registered for the camp.
- 3.2.4 The fee charged to each participant will be set by the City. Provider will not be entitled to fees collected.
- 3.2.5 The Provider warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 3.2.6 The Provider agrees that they shall not exceed all costs and/or expenses associated with, or as a result of its operation under this Agreement including but not limited to uniforms, equipment, marketing tools, field trip / rental fees, permits, certifications, background screenings, etc. of Sixty Thousand (\$60,000.00). Provider will also assume the cost of any damages to City property.
- 3.2.7 The Provider shall be compensated in the following manner:
 - Provider will be paid by the City on a bi-weekly basis for any camp related expenses during the duration of the camp.
 - Provider must provide an invoice in order for payment to be received.
 - Payments will be processed within 14 days of receiving the invoice.
 - Expensed invoices must not exceed a total of \$60,000.00 for the duration of the camp.
 - Fill out Exhibit "E" – Detailed Camp Expenses
- 3.2.8 The Provider shall stipulate and certify that he/she, as well as all staff members, is qualified to teach the course he/she is hired to teach, maintains the education and required licenses or permits necessary to teach the class and shall continue to maintain such licenses or permits during the tenure of this Agreement. All members of the camp staff who have the responsibility of instructing, facilitating or operating a camp must be 18 or older as well as be listed in the Provider's proposal. All staff under the age of 18 shall not be solely responsible for the supervision of children or overall operation of the camp or its components. Please refer to Section 2.2 for further explanation on Qualifications and Experience.

- 3.2.9 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to purchase the same kind of services to be provided by the Provider from other sources during the term of this Agreement. The Provider is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the Provider's provision of services to the City.
- 3.2.10 Department approval is required for any promotional material, flyers, and posters advertising the program prior to its release. ***The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2-Handbills.***
- 3.2.11 The Provider shall not promote any privately owned business in a City park/facility or solicit any participant in a City park/facility for any privately owned business. The Provider may not use said facilities to conduct personal business including workshops, clinics, seminars, camps, or any other activities that are outside the scope of service described in Program Request Form for such class. It is further understood that such action(s) may result in immediate termination of the Agreement and the forfeiture of all compensation due to the Provider. Additionally, the Provider may not sublet or otherwise rent out any City facility/amenity. The Provider may not partner with any other group or organization without the written consent of the City. Fundraisers and sponsorships must also be approved by the City prior to conducting any business.
- 3.2.12 The Provider shall abide by the rules and regulations of the Department as promulgated from time to time. **Provider understands and agrees that the Department shall have first priority for use of said facilities, notwithstanding any other provisions of this Agreement.** The City reserves the right to cancel scheduled camp sessions for City sanctioned activities or events and agrees to notify the Provider of said cancellations in writing.
- 3.2.13 All assistants, substitutes, and additional instructors utilized by the Provider must have prior written approval of the Department.
- 3.2.14 Provider shall provide necessary supervisory personnel to ensure that the participants of the program obey all Department Rules and Regulations. All personnel must be in full uniform and maintain a professional appearance at all times.
- 3.2.15 The Department or City may require that the Provider not be permitted to utilize specific assistants, substitutes, or additional instructors who have failed to follow the Department rules or who are in breach of this Agreement.
- 3.2.16 Although the City shall not control the instructor's techniques, methods, procedures, or sequence of instruction, the Provider will endeavor to comply with the City's and Department's policies and procedures so as not to interfere with their operation, harm or damage the equipment or facilities afforded to Provider for his/her class or to otherwise disrupt the other on site activities being offered at such public facilities.

- 3.2.17 Designated camp areas must be kept clean and sanitary throughout the duration of the day. A final, thorough cleaning must be conducted at the conclusion of each day of camp.
- 3.2.18 The Provider also acknowledges that he or she is primarily responsible for the conduct and safety of the participants in all camp under his or her charge. Additionally, the Provider will be responsible for assuring that all campers a parent/guardian or an individual designated by a parent/guardian by checking photo identification prior to the departure of the camp for the day.
- 3.2.19 If the Provider will be providing Services directly with minor children without parental supervision, the Provider shall, prior to commencing Services under this Agreement, comply with state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level II screening standards. The City will furnish the Provider with instructions on how to conduct a background screening with the Florida Department of Children and Families for all the provider's counselors, coaches, volunteers, instructors, employees or any individual that will in the presence of children. The Provider agrees that they shall be solely responsible for all costs and/or expenses associated with conducting background screenings.

Additionally, the Provider must adopt and enforce a signed "code of conduct" for all coaches, staff, counselors, and volunteers. If the Provider has recently had a background screening conducted by another agency (Ex: Florida Department of Children & Families), the City, at its sole discretion, may accept that background screening and waive the requirement of a new background screening. Provider and its employees must also execute a Waiver of Release and Liability (Exhibit "B").

- 3.2.20 The City shall require all participants in the programs to sign a Waiver and Release of Liability located on the Registration Form, a copy of which is attached hereto as **Exhibit "B"**.
- 3.2.21 The Provider agrees that it shall not discriminate against any person because of their race, color, religion, gender, national origin, physical ability or sexual orientation and agrees to abide by all Federal and State laws regarding nondiscrimination.
- 3.2.22 The Provider agrees that it shall not make, or permit to be made, and structural changes or improvements to any City facility/amenity unless otherwise approved by the City. Any changes or improvements made upon the approval by the City shall remain as part of the facility at the end of the term of this Agreement.
- 3.2.23 The Provider will provide each camper with a T-shirt so that all camp participants are easily identifiable. All T-shirts must be approved in advance by the Department.
- 3.2.24 There must be at least one staff member for every five campers (1:5 ratio, Ratio may change due to severity of Intellectual Disability) during camp instructional time or field trips. This ratio does not include staff under the age of 18. The Program Director shall be

excluded from the calculation of staff to camper ratio unless the Director will actually be serving as an instructor. For all camps longer than 3 hours, there must a minimum of two staff persons regardless of the number of students.

- 3.2.25 The City reserves the right to set a maximum capacity for each camp at its discretion. Capacities may also be increased or decreased at the City's sole discretion in order to provide the best service possible.

[END OF SECTION]

4.0 EQUIPMENT & MATERIALS

- 4.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider. However, Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. The list must be approved by the City prior to the sale of these items.
- 4.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the class. Fundraising activities conducted by the Provider must be approved by the City in advanced. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement or sale.
- 4.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 4.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.
- 4.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class commences that cannot be corrected immediately by the Department, the class shall be canceled and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

[END OF SECTION]

5.0 AMERICAN DISABILITIES ACT

- 5.1 Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American Disabilities Act (“ADA”) in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.
- 5.2 Provider’s decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

Please refer to form on Section 7.8.

[END OF SECTION]

6.0 MISCELLANEOUS

- 6.1 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
- 6.2 This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.
- 6.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

[END OF SECTION]

7.0 REQUIRED SUBMISSION FORMS/DELIVERABLES

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 and shall be labeled and tabbed under Section 7

- 7.1 Statement of No Response
- 7.2 RFP Reference Survey
- 7.3 Contact Information Worksheet
- 7.4 Proposer Qualification Statement
- 7.5 Business Entity Affidavit
- 7.6 Non-Collusion Affidavit
- 7.7 No Contingency Affidavit
- 7.8 Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- 7.9 Equal Employment Opportunity Certification
- 7.10 Public Entity Crimes (Sworn Statement)
- 7.11 Drug Free Workplace Program
- 7.12 Anti-Kickback Affidavit
- 7.13 Cone of Silence Certification
- 7.14 Proposer's Certification
- 7.15 RFP Signature Page for Sole Proprietor or Partnership
- 7.16 RFP Signature Page for Corporation
- 7.17 Tie Submittal Certification
- 7.18 Affidavit Regarding Unauthorized Aliens Under Florida Statutes
- 7.19 Affidavit Regarding the Use of Coercion for Labor Services

EXIBITS: A-E

Sample Agreement

Proposer is to submit a completed

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

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 53rd 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: procurement@cityofdoral.com |
| Subject: | Reference for work completed regarding: Special Needs Camp Services. | |
| 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> | | |
| Company you are providing a reference for: _____ | | |
| | Indicate: | “YES” or “NO” |
| 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. Rate from 1 to 10 (10 being the highest) | | |
| 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 procurement@cityofdoral.com RFP No. 2025-08 <i>Special Needs Camp Services</i></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 |

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: _____

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:

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: _____

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:

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

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:

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:

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

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.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

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:

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

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:

Witness:
(seal)

Bidder:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.

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 _____ | Yes | No | <u>Attest:</u> _____ Secretary |
|--|-----|----|--------------------------------------|

If no, give address of principle place of business: _____

7.17 TIE SUBMITTAL CERTIFICATION

RFP#2025-08

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

**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 |
|--|--------------------------|-----------------------------|

**5.19 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 "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 53rd 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 "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 "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 102nd Avenue / Doral Meadow Park, 11555 NW 58th 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.

- 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 A. 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