

# CITY OF DORAL



## Request for Proposals Swim Team Management Services

RFP Bid Submission Date: July 8, 2025 at 2:00pm

**RFP No. 2025-09**

Procurement and Asset Management Director:  
ROMAN MARTINEZ, MPA, CPPO, CPPB



**City of Doral**  
**Request for Proposals**  
**Swim Team Management Services**  
**RFP No. 2025-09**

**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 of Doral (the "City") is seeking proposals from qualified organizations or individuals to provide Swim Team Management Services at the Doral Central Park Aquatic Center, under the coordination of the Parks and Recreation Department.

The City intends to contract with one or more firms to manage and operate a year-round competitive swim team program. This contract will follow a percent-based profit-sharing model, ensuring a mutually beneficial partnership between the selected contractor(s) and the City.

## **TIMELINE**

<b>Issuance/Advertisement Date:</b>		<b>June 3, 2025</b>
<b>Mandatory Pre-Proposal Conference and Site Visit:</b>		<b>Physical Meeting Information: Friday, June 20, 2025 City of Doral Central Park 3005 NW 92<sup>nd</sup> Avenue, Doral, FL 33172 at 10:00 AM Room: AQ Multipurpose Room</b>
<b>Cut-off Date for Written Questions:</b>		<b>June 27, 2025 at 5:00 PM</b>
<b>Deadline for RFP Submittals and Date of Opening:</b>		<b>Tuesday, July 8, 2025 at 2:00 PM</b> Due Electronically via DemandStar or Vendor Registry <b>Microsoft Teams</b> <a href="#">Need help?</a> <a href="#">Join the meeting now</a> Meeting ID: 252 911 749 665 3 Passcode: QB9Ss3gQ
<b>Anticipated Public Evaluation Committee Meeting Phase I:</b>		<b>July 17, 2025 at 10am</b> City of Doral Central Park 3005 NW 92 <sup>nd</sup> Avenue, Doral, FL 33172 at 10:00 AM Meeting confirmation will be provided via a separate announcement
<b>Anticipated Evaluation Committee Meeting - Interviews - Phase II (Closed to the Public) (Optional):</b>		<b>Meeting location, date and time will be announced at a later date.</b>
<b>Anticipated Evaluation Committee Meeting – Final Ranking – Phase II: (Optional)</b>		<b>Meeting location, date and time will be announced at a later date.</b>

## **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](mailto:procurement@cityofdoral.com). All inquiries must reference "**RFP 2025-09 - Swim Team Management 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.

#### **1.15 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.

#### **1.16 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.

#### **1.17 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.

#### **1.18 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.

#### **1.19 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.

#### **1.20 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.

#### **1.21 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.

#### **1.22 Respondent in Arrears or Default**

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

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

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

#### **1.23 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.

#### **1.24 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.

#### **1.25 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).

#### **1.26 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.

#### **1.27 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.

#### **1.28 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.

#### **1.29 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.

#### **1.30 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.

#### **1.31 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.

### **1.32 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.

### **1.33 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.

### **1.34 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.

### **1.35 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.

### **1.36 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.

### **1.37 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.

### **1.38 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.

### **1.39 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.

#### **1.40 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.

#### **1.41 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.

#### **1.42 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.

#### **2.1 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 Swim Team Management Services at the Doral Central Park Aquatic Center. The City seeks a professional partner with experience in managing competitive swim teams and training programs. The selected provider will be responsible for the development, administration, and execution of a year-round swim team program that adheres to USA Swimming and Florida Gold Coast Swimming standards. The program will serve swimmers of all ages and skill levels while fostering community engagement, athletic development, and adherence to Safe Sport practices in coaching.

The program must operate in alignment with the City's strategic aquatic development goals and support ongoing athlete pathways through Florida Gold Coast Swimming (FGC) and USA Swimming. The selected provider will be expected to build and manage a year-round competitive team branded specifically as the "City of Doral Swim Team." This team must reflect the City's identity, prioritize local community access, and maintain a high standard of professionalism in both operations and coaching.

### 2.2 Pre-Proposal Submission Conference

A **Mandatory 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. **It is very important that prospective proposers that will be submitting a response to this RFP solicitation attend the mandatory Pre-proposal meeting. Prospective proposers that cannot attend the meeting will not be able to submit a proposal, and if a proposal is submitted such proposal will be deemed non-responsive.**

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 Roman Martinez, Procurement Department Director at [roman.martinez@cityofdoral.com](mailto:roman.martinez@cityofdoral.com) . All inquiries must reference "**RFP 2025-09 - Swim Team Management 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**

The City wishes to engage coaches who are regularly engaged in the business of providing the services as described herein. The Proposer must have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the Proposer, principal owners, partners, corporate officers, management and field employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral. Awarded Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, and ordinances.

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

- Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- Proposers must demonstrate a minimum of **Five (5) years** of experience managing competitive and recreational programming under USA Swim. Preferably, at least three (3) years of that experience should be with a Florida government entity. Additionally, supporting references must include the company name or governmental agency, a designated contact person, their telephone number, and email address. It is the proposer's responsibility to ensure that the contact person remains responsive.

**Failure to meet the above-stated mandatory minimum qualifications will result in the Proposer's submittal being disqualified as non-responsive.**

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

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

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

## **2.6 Proposal Submittal Instructions**

Proposers must complete and submit the following documents:

- Exhibit A – Required Submission Forms
- Exhibit B – Provide the Minimum Insurance Requirements
- W-9

## **2.7 Exceptions**

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

## **2.8 Evaluation Process**

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this RFP.
2. Phase I: Review by an Evaluation Committee (“Committee”), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this RFP. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee may rank the firms deemed the most highly qualified to perform the required services and shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee may hold brief interview sessions with either all Proposers or with shortlisted firms. It is highly recommended that the proposed instructor be a part of these Phase II interviews. If requested by the Committee, interview sessions will be scheduled. After such interview sessions, the Committee will complete the ranking of the Proposals. Based on the number of submissions received, the Committee may elect that all Proposers participate in the interviews. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will prepare the final score/ranking on behalf of the Committee and will forward the same to the City Manager for the City Manager’s recommendation.

4. After reviewing the Committee's scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City's best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee's scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals.
5. The final award shall be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. The City's decision will be final.

## 2.9 Evaluation Criteria

"Proposals shall be evaluated by the Committee according to the following criteria and their respective weights:"

Evaluation Criteria	Maximum Points
<b>Phase I:</b>	
1. Company Experience & Qualifications	25 points
2. Coaching Experience and Qualifications	30 points
3. Performance Evaluation Services (References)	10 points
4. Community Engagement & Outreach	10 Points
<b>Phase II:</b>	
Interview	25 points
<b>TOTAL</b>	<b>100 points</b>

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

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

Attached to this solicitation on Section 4, Exhibit "A" there is a "Performance Evaluation Survey form. This form shall be provided by the proposer to its clients. The clients in turn will return the attached form completed to the attention of Roman Martinez, MPA, CPPO, CPPB, Director of Procurement and Asset Management at the City of Doral at [roman.martinez@cityofdoral.com](mailto:roman.martinez@cityofdoral.com).

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

## 2.11 Basis of Award

The City intends to award a Contract to highly qualified proposer(s) who is responsive and responsible, and possess the best combination of qualifications, experience, and value, as further outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined by the City at its sole discretion.

## **2.12 Licensing**

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

## **2.13 Contract Generally**

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

Notwithstanding any language contained herein or in the Proposal of an Awarded Proposer to the contrary, the City reserves the right to negotiate any terms in any manner the City determines to be in its best interest, including without limitation, the term, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements made in connection with the project shall be subject to the terms of the Contract resulting from this RFP.

## **2.14 Term**

The City anticipates that the Awarded Proposer will enter into a contract with the City for a term of three (3) years with one (1) two (2) year renewal term for a total term of four (5) years, subject to the provisions contained in this RFP.

## **2.15 Profit sharing**

If awarded a contract under this RFP solicitation, the profit-sharing percentage between the City and the Proposer shall not be adjusted without the City's approval in its sole and absolute discretion. The Proposer shall remit the agreed-upon percentage of net revenues to the City on a monthly basis. However, the Proposer may offer incentives, promotions, and discounts to the public at any time during the contractual term.

The City reserves the right to negotiate the profit-sharing percentage for additional term(s) based on market research, program performance, or other factors that influence financial viability. The

profit-sharing agreement shall cover all required components to provide the services herein required, including but not limited to all tools, equipment, materials, supplies, transportation, utilities, and labor necessary for the successful operation of the program. The Proposer shall ensure that all work, services, and operational expenses not explicitly stated but necessary for the fulfillment of the Contract are accounted for within the agreed-upon revenue-sharing structure. Any modifications to the financial terms must be pre-approved by the City to maintain fiscal responsibility and program sustainability.

## **2.16 Insurance Requirement**

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

[END OF SECTION]

## **3.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

### **3.1 Scope of Services**

The City of Doral is seeking sealed proposals from qualified and experienced firms to provide comprehensive swim team management team management services at the Doral Central Park Aquatic Center. The City intends to enter into a single contract, subject to City approval, with the selected proposer(s) in accordance with the terms and conditions outlined in this request.

Proposers may not subcontract any portion of the services, in whole or in part, without prior written approval from the City Manager, which may be granted or withheld at the City's discretion.

### **3.2 Provider(s) Responsibilities**

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

- 3.2.1 The Provider will provide patrons of the City of Doral with excellent customer service and a positive experience. Patrons must be treated courteously and respectfully. The Provider shall be patient and polite when dealing with patrons regardless of the circumstances.
- 3.2.2 The City shall require all participants in the programs to sign a Waiver and Release of Liability, which will be completed at the time of registration prior to each session.
- 3.2.3 The Provider may not subcontract any portion of the scope of services mentioned in this RFP.
- 3.2.4 The Provider and its instructors must be trained in the proposed program and have the appropriate experience requirements set forth in the RFP. Experience and training should be detailed within Exhibit A's Form, Program Proposal and Qualification Form.
- 3.2.5 The Provider, instructors, volunteers, or anyone else employed by the Provider represent the City of Doral Parks & Recreation Department and must act accordingly. If the Provider fails to do so, they may be subject to termination.
- 3.2.6 It will be the responsibility of the Provider to provide necessary instructors for all classes. The Provider shall also provide necessary personnel to ensure that the participants of the program obey all City of Doral Parks & Recreation rules and regulations.
- 3.2.7 The Provider shall be responsible for the conduct and safety of the students in all classes under their charge.
- 3.2.8 **Background Screening and Child Safety Compliance**

The Provider shall, prior to commencing any services under this Agreement, comply with all applicable state laws regarding criminal background screening in accordance with Chapter 435, Florida Statutes, Level 2 screening standards. Level 2 screening includes fingerprint-

based state and national criminal history checks and is required for any individual who will have direct contact with minors.

The City will provide the Provider with a Background Screening Release Form (Exhibit "C") and the appropriate ORI (Originating Agency Identifier) number to ensure that all Level 2 background check results are routed correctly to the City. This process must be completed for all counselors, coaches, instructors, employees, volunteers, or any individuals affiliated with the Provider who will be in the presence of or have contact with children at any City facility or activity.

The Provider shall be fully responsible for all costs associated with conducting the required background screenings. In addition, the Provider and all applicable personnel must sign a Waiver of Release and Liability Form (Exhibit "E") prior to engaging in any activities involving contact with children.

Upon passing the required background screening the City will provide the instructor with a photo ID (Exhibit "D") which must be worn at all times while on City property during programming.

- 3.2.8 The Provider will be responsible for the promotion and advertising of their program. All signs, advertising materials, posters, or other such material must be approved by the Director of Parks and Recreation or his/her designee, prior to their release. The Provider shall also comply with the City's Ordinance No. 2006-02 entitled "Littering" in reference to Section #2- Handbills.
- 3.2.9 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 or any other activities that are outside the scope of service described in this Request for Proposal (RFP). Such action(s) may result in immediate termination of the agreement with the Provider and the forfeiture of all compensation due to the Provider.
- 3.2.10 The Provider and its employees shall abide by all City of Doral Parks & Recreation rules and regulations.
- 3.2.14 The Provider shall be responsible for notifying the City of Doral of any maintenance related concerns of the community center facility. The Provider will be responsible for the cost of any damage that is caused by the Provider or their employees.
- 3.2.15 The Provider shall be responsible for picking up trash generated by use of the facilities during the program. The Provider shall be responsible for facility inspection prior to use to ensure no safety issues are present, and if there is, take appropriate action to eliminate the risk of injury or danger to participants by notifying park staff immediately.
- 3.2.16 The Provider will be responsible for providing all necessary supplies that are needed as part of the program being organized. The City will not be responsible for purchasing any needed equipment for the program.

- 3.2.17 The City reserves the right to modify and change the hours of programming that is proposed by the Provider to ensure it does not conflict with the operation of the facility or other City activities scheduled. Provider understands and agrees that the City shall have priority for use of said facilities, notwithstanding any other provisions of this Agreement.
- 3.2.18 The City reserves the right to add or remove any other program to said facility, including but not limited to Swim Lessons, Water Polo or Artistic Swimming. The programs and schedule will be determined at the discretion of the City.
- 3.2.19 The proposed program will be conducted according to the session/monthly schedule determined by the City.
- 3.2.20 The Provider may be able to participate in other city organized programs and events. Participation in these programs and events is solely at the city's discretion.
- 3.2.21 The Provider may not conduct any programming or classes on City of Doral designated holidays.
- 3.2.22 The Provider will be required to take daily attendance. Attendance must be taken at the beginning of each program and the attendance folder must be returned to the reception desk at the end of each day.
- 3.2.23 Any uniform or material fee the Provider requires must be approved by the City 60 days prior to the start of class registration.
- 3.2.24 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.
- 3.2.25 This Agreement is considered a non-exclusive Agreement between the Parties. The City shall have the right to solicit the same or similar 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.
- 3.2.26 The Provider shall develop and manage a year-round competitive swim team for various age groups and skill levels. The Provider shall organize seasonal training programs, competitions, and travel meets. Structured training plans shall be implemented for beginners, age-group swimmers, and elite competitors. The Provider shall foster participation in Florida Gold Coast Swimming (FGC) and USA Swimming.
- 3.2.27 The Provider shall design and implement Long-Term Athlete Development (LTAD) strategies. Dryland training, strength conditioning, and injury prevention programs shall be incorporated. The Provider shall ensure swimmer development aligns with U.S. Center for SafeSport Safe Sport guidelines.



- 3.2.28 The Provider shall manage all swim team operations, including scheduling practices and meets, handling budgeting, fundraising, and sponsorship opportunities, recruiting and managing qualified coaching staff, and ensuring compliance with U.S. Center for SafeSport guidelines. Outreach programs shall be conducted to engage the local community in aquatic sports.
- 3.2.29 The Provider shall organize, and host sanctioned swim meets following USA Swimming regulations. The Provider shall utilize HyTek Meet Manager, and Colorado Timing Systems to ensure the successful execution of swim meets.
- 3.2.30 Providers must be members of USA Swimming
- 3.2.31 The Provider's coaching staff must meet the following certification requirements.
- For Swim team management providers-USA Swimming Coach Certification must include Foundations of Coaching, Background Check, and Athlete Protection Training. The Provider must have **American Swimming Coaches Association (ASCA) Certification Level 3 or higher**
- 3.2.32 The Provider shall maintain an online registration system that allows for an easy and efficient enrollment process for participants. The system must be user-friendly, mobile-responsive, and provide options for online payment, waiver completion, and automated confirmations. The Provider must ensure that the registration system is secure and protects participants' personal information in compliance with applicable data privacy regulations.
- 3.2.33 The Provider shall be responsible for providing the City with a complete roster of all participants for every program, meet, or clinic offered. The roster shall include, at a minimum, participant names, ages, contact information, and emergency contacts. The roster must be submitted to the City prior to the start of each session and updated as necessary to reflect any changes

### **3.3 City's Responsibilities**

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

- 3.3.1 The City of Doral shall maintain the Aquatic facility.
- 3.3.2 The City of Doral shall notify the Provider with any schedule changes.
- 3.3.3 The City of Doral will assist with promotion by advertising through available City outlets.
- 3.3.4 The City will assist with facility set up, if needed and requested by Provider.

- 3.3.5 The City reserves the right to schedule maintenance projects for facility preservation/restoration purposes. If such projects are scheduled and may interfere with the Provider's services, the City will notify the Provider with at least seven days' notice unless deemed an emergency due to unforeseen circumstances.
- 3.3.6 Provider will be subject to Program Quality Assessments by City.

### **3.4 Pricing**

- 3.4.1 There will be a **20% surcharge** for non-resident pricing. The entire surcharge is due to the City of Doral in addition to the agreed upon revenue split. Unincorporated Miami Dade County residents will receive Doral Resident Pricing due to an agreement between Miami-Dade County and the City of Doral when deeding over the park from the County to the City.
- 3.4.1 The City of Doral shall be entitled to 25% of the fees paid and the Provider shall be entitled to 75% of the fees paid, which will be determined during contract negotiations. The non-resident surcharge is fully payable to the city.
- 3.4.2 The final number of sessions held per week will be determined by the City upon being awarded with the Bid.

### **3.5 Registration and Payment**

- 3.5.1 Program participants will register directly with the Provider, which will be determined during contract negotiation. The Provider will collect all registration fees from participants upon registering along with Waiver and Release of Liability forms (**Exhibit "E"**).
- 3.5.2 Provider must submit payment along with completed payout forms (Exhibit "F") to City within 14 days after the end of each session.
- 3.5.3 If the Provider would like to implement another procedure for registration & payments, it must be discussed with the City and is subject to City approval.
- 3.5.4 Provider must ensure that at least seventy-five percent (75%) of participants are Doral residents. the Department reserves the sole right to establish, increase, or decrease these capacities in writing if not explicitly stated in this Agreement.
- 3.5.5 Provider will be subject to Quarterly Program Assessments (**Exhibit "G"**).

### **3.6 Equipment and Materials**

- 3.6.1 All materials and equipment needed or pertaining to the above stated program will be provided by the Provider at his/her own cost and expense. However, the Provider may require students to obtain certain materials required in the program by providing a list of such materials (with approximate costs) to the participants. If the Provider makes such materials available to participants, they must be sold at Provider's cost. All equipment

provided by the Provider shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws.

- 3.6.2 The sales or advertisement of merchandise is restricted to those materials utilized in and for the program. Fundraising activities conducted by the Provider must be approved by the City in advance. The Provider shall obtain the City's approval of such merchandise prior to its distribution and advertisement of sale.
- 3.6.3 Storage for supplies or equipment is limited. The Provider must issue a request in writing for use of any storage space and the City must approve the request prior to the use of any storage areas.
- 3.6.4 Any supplies or equipment left at the facility will be the responsibility of the Provider. The City will not be responsible for any lost, stolen, or broken equipment or supplies.
- 3.6.5 The Provider shall inspect the premises and equipment offered to him/her for his/her proposed activity and if he or she finds anything wrong with the premises or equipment before each class shall be cancelled, and the matter reported to the Department for correction. If the Provider elects to hold his/her class in the facility provided, it will be presumed that the Provider has inspected the premises and facilities and equipment provided for such class and has accepted same as being safe and suitable for the use intended.

[END OF SECTION]

## **4 REQUIRED SUBMISSION FORMS**

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

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

**Exhibit “A” - Forms, Attestations and Affidavits to be completed and submitted with proposal response.**

1. Performance Evaluation Survey (References)
2. Solicitation Response Form
3. Proposer Qualification Statement
4. List of Proposed Subcontractors (If applicable)
5. Ownership Disclosure
6. Certification of Forms and Affidavits
  - Public Entity Crimes
  - Compliance with Foreign Entity Laws
  - Disability Non-Discrimination & Equal Employment Opportunity
  - Conformance with OSHA Standards
  - E-Verify Program Affidavit
  - No Contingency Affidavit
  - Copeland “Anti-Kickback” Act Affidavit
  - Non-Collusion Affidavit
  - Drug Free Workplace Program
  - Cone of Silence Certification
  - Bidder Affirmation
7. Conflict of Interest Disclosure Form
8. Certificate of Authority
9. Affidavit Regarding Unauthorized Aliens Under 448.085, Florida Statutes
10. Required Affidavit Regarding the Use of Coercion for Labor and Services

### **Exhibit “B” – Minimum Insurance Requirements**

- Proposer is to submit a completed
  - [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification
- Sample Agreement

# EXHIBIT A



# CITY OF DORAL PROCUREMENT

## PERFORMANCE EVALUATION SURVEY

RFP No. 2025-09

### *Swim Team Management Services*

From:		To: PROCUREMENT DIRECTOR
Company:		<b>Deadline: July 9, 2025</b>
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725, X 4006
Email:		Email: <a href="mailto:roman.martinez@cityofdoral.com">roman.martinez@cityofdoral.com</a>
Subject:	Reference for work completed regarding: <b>Swim Team Management Services</b>	
Additional Details:		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is soliciting Statements of Qualifications from qualified and experienced firms to provide the required Swim Team Management Services</i></p>		
Company you are providing a reference for: _____		
	<b>Indicate:</b>	<b>“YES” or “NO”</b>
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel to provide the training required?		
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. Where all work tasks completed on time based on the original established timeline?		
6. Where the company personnel trained and ready to provide all the coaching required?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, overall service, personnel, resources. <b>Rate from 1 to 10 (10 being the highest)</b>		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		
<p>Please Complete and return to the attention of:  Roman Martinez, MPA, CPPO, CPPB, Procurement and Asset Management Director  at <a href="mailto:roman.martinez@cityofdoral.com">roman.martinez@cityofdoral.com</a>  <b>By July 9, 2025 at 5:00pm</b></p>		
_____ Print Name		_____ Title
_____ Signature		_____ Date

## **SOLICITATION RESPONSE FORM**

### **RFP No. 2025-09 Swim Team Management Services**

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

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

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

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

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

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

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

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

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

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

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

Bidder/Proposer: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Attention: \_\_\_\_\_

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



**STATEMENT**

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

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Authorized Representative Signature: \_\_\_\_\_

## **PROPOSER QUALIFICATION STATEMENT**

The Proposer's response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation. **PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS.**

Proposer	
Years in Business	

Identify past and current client references where your company has provided Swim Team Management Services. Additional tables may be added by completing additional copies of this form, as needed.

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

## **LIST OF PROPOSED SUBCONTRACTORS (IF APPLICABLE)**

**RFP Title:** Swim Team Management Services

**RFP Number:** RFP-2025-09

**Submission Due Date:** [\_\_\_\_\_]

**Vendor (Bidder) Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

Name	Address	% Ownership

**OWNERSHIP DISCLOSURE**

**RFP Title:** Swim Team Management Services

**RFP Number:** RFP-2025-09

**Submission Due Date:** [\_\_\_\_\_]

**Vendor (Bidder) Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**RFQ NO. 2025-09**

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.

5. 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.

6. 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 DECEMBER 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.

## **COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT**

Applicant certifies as follows:

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

## **DISABILITY, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY**

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 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

## **CONFORMANCE WITH OSHA STANDARDS**

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

By signing this form (I) \_\_\_\_\_ attest that \_\_\_\_\_ (company) certifies and is in compliance with all the provisions outlined above.

### **E-VERIFY PROGRAM AFFIDAVIT**

Affiant certifies the following:

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

### **NO CONTINGENCY AFFIDAVIT**

Applicant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

### **COPELAND ANTI-KICKBACK AFFIDAVIT**

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



## **NON-COLLUSION AFFIDAVIT**

I, the undersigned affiant, swear or affirm that:

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

## **DRUG FREE WORKPLACE PROGRAM**

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

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

## **CONE OF SILENCE CERTIFICATION**

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

## **BIDDER AFFIRMATION**

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

- **SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**
- **COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT**
- **DISABILITY, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY**
- **CONFORMANCE WITH OSHA STANDARDS**
- **E-VERIFY PROGRAM AFFIDAVIT**
- **NO CONTINGENCY AFFIDAVIT**
- **COPELAND ANTI-KICKBACK AFFIDAVIT**
- **NON-COLLUSION AFFIDAVIT**
- **DRUG FREE WORKPLACE PROGRAM**
- **CONE OF SILENCE CERTIFICATION**

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

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

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

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

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

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

[Notary Seal]

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

## **CONFLICT OF INTEREST FORM**

**(RFP) 2025-09**

The undersigned proposer and each person signing on behalf of the proposer certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the City of Doral, nor any employee, or person, whose salary is payable in whole or in part by the City of Doral, has a direct or indirect financial interest in the award of this Request for Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

\_\_\_\_\_  
Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the County of \_\_\_\_\_, State of

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

**CERTIFICATE OF AUTHORITY (IF CORPORATION)**

**RFP No. 2025-09**

STATE OF )

)

SS: COUNTY OF )

I HEREBY CERTIFY that a meeting of the Board of Directors of  
the

\_\_\_\_\_

\_\_\_\_\_

a Corporation existing under the laws of the \_\_\_\_\_, held \_\_\_\_\_, 20\_\_ \_\_, the  
State of \_\_\_\_\_ on

following resolution was duly passed and adopted: \_\_\_\_\_

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the  
Bid dated,

\_\_\_\_\_, 20\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested  
by the

Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this

Corporation." I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this

\_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_.

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

(SEAL)

**CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)**

**RFQ No. 2025-09**

STATE OF )

)

SS: COUNTY OF )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_ a Corporation existing under  
the laws of the State \_\_\_\_\_, held \_\_\_\_\_, 20\_\_\_\_  
of adopted: on \_\_\_\_\_, the following resolution was duly passed  
and

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and is  
hereby  
authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Doral and this partnership and  
that their execution thereof, attested by the \_\_\_\_\_ shall be the official  
act and deed of this Partnership."

I further certify that said resolution is now in full force and  
effect.

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

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

(SEAL)

**CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)**

**RFQ No. 2025-09**

STATE OF )  
 )  
SS: COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_ a corporation existing under the laws of the \_\_\_\_\_, held on \_\_\_\_\_, State of \_\_\_\_\_

20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Bid \_\_\_\_\_ 20\_\_\_\_\_, dated,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

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

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

(SEAL)

**END OF SECTION**

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

**RFP-2025-0**

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

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

**RFP-2025-09**

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

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

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

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

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 City of Doral, is a governmental entity for purposes of this statute.

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

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

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

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

Authorized Signature

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

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

**END OF SECTION**



## **Exhibit “B” – Minimum Insurance Requirements**

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

#### **A. Limits of Liability**

- Bodily Injury & Property Damage Liability
- Each Occurrence: \$1,000,000
- Policy Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Products & Completed Operations (if applicable): \$2,000,000
- Sexual Abuse & Molestation: \$500,000 minimum (\$1,000,000 preferred)

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

City of Doral listed as an Additional Insured  
8401 NW 53rd Terrace, Doral, FL 33166

Contingent Liability – must not exclude independent contractor or contractual liability  
Premises and Operations Liability

- Waiver of Subrogation
- Insurance must be Primary & Non-Contributory
- 30-day notice of cancellation required

### **II. Auto Liability**

Required only if vendor will transport participants

### **III. Workers’ Compensation (Coverage A)**

Statutory limits as required – State of Florida

#### **Employer’s Liability (Coverage B):**

- \$500,000 for bodily injury caused by an accident – each accident
- \$500,000 for bodily injury caused by disease – each employee
- \$500,000 for bodily injury caused by disease – policy limit
- Waiver of Subrogation
- 30-day notice of cancellation

### **IV. Professional Liability / Errors & Omissions (if applicable)**

#### **A. Limits of Liability**

- Each Claim: \$1,000,000 minimum (consider \$2M or \$5M for 100+ participants)
- Policy Aggregate: \$1,000,000 minimum
- Retroactive Date coverage must be included
- City of Doral listed as an Additional Insured
- 30-day notice of cancellation
- Waiver of Subrogation

## **V. Participant Accident Policy (Recommended)**

Accident coverage should be provided for all participants  
Policy limit: \$250,000, with a \$25,000 per person max

## **VI. General Conditions**

- All insurance coverage must remain in force without interruption for the duration of the agreement.
- Policies must be issued by carriers authorized in the State of Florida with an A.M. Best rating of no less than A-, Class VI.
- Requirements herein are minimums and subject to verification and amendment by Risk Management.

Also,

### **Proposer is to submit a completed**

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

## **Exhibit "C" – Background Screening Release Form**



EXHIBIT "C"

### **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.

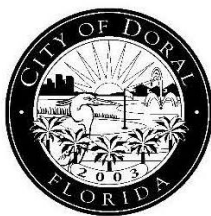
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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

☒ Criminal background records/information

## **Exhibit “D” – Photo ID Acknowledgment Form**



### **DEPARTMENT OF HUMAN RESOURCES**

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#### Employee Identification Card Issuance Form

---

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

Department: \_\_\_\_\_ Job Title: \_\_\_\_\_

Type of Card:

- ☐ New ID Card
- ☐ Replacement ID Card

If the ID card is a replacement card, please select the reason for replacement:

- ☐ Lost/Stolen/ Damaged
- ☐ Department Change
- ☐ Job Title Change
- ☐ Name Change
- ☐ Wear and Tear

I am aware that replacement of a lost, stolen or damaged ID is subject to a fee of \$10.00. Any replacement due to wear and tear, job title change, department change, and name change will not be assessed a fee. Upon termination, retirement or suspension, all IDs must be turned into Human Resources. The ID badge policy, which includes the responsibilities of card holders, can be found in the City of Doral Policies and Procedures Manual as well as on the City's intranet.

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

All checks and money orders should be made payable to the “City of Doral”.

#### **For Human Resources use only:**

Payment Received:

- ☐ Receipt Number \_\_\_\_\_
- ☐ IT Ticket Number \_\_\_\_\_

Created: 1/24/19  
Revised: 06/11/2019

## **Exhibit “E” – Waiver of Release and Liability Form**

### **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:

Doral Central Park Aquatic Center 3000 NW 87th Ave, Doral, FL 33172

;

(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 “F” – Payout Form

<div style="display: flex; justify-content: space-between;"> <div> <b>Program:</b>  Days:  Start Time:  (R) Fee:  Monthly Fee: </div> <div> <b>Ends:</b>  End Time:  (NR) Fee:  Monthly Fee: </div> <div> <b>Instructor:</b>  Address:  Facility:  Deposit Dates: </div> </div>												
	Last	First	Fee	Non-Res 20% Sur	25% City	75% Ins	Last	First	Fee	Non-Res 20% Sur	25% City	75% Ins
1					\$ -	\$ -	22				\$ -	\$ -
2					\$ -	\$ -	23				\$ -	\$ -
3					\$ -	\$ -	24				\$ -	\$ -
4					\$ -	\$ -	25				\$ -	\$ -
5					\$ -	\$ -	26				\$ -	\$ -
6					\$ -	\$ -	27				\$ -	\$ -
7					\$ -	\$ -	28				\$ -	\$ -
8					\$ -	\$ -	29				\$ -	\$ -
9					\$ -	\$ -	30				\$ -	\$ -
10					\$ -	\$ -	31				\$ -	\$ -
11					\$ -	\$ -	32				\$ -	\$ -
12					\$ -	\$ -	33				\$ -	\$ -
13					\$ -	\$ -	34				\$ -	\$ -
14					\$ -	\$ -	35				\$ -	\$ -
15					\$ -	\$ -	36				\$ -	\$ -
16					\$ -	\$ -	37				\$ -	\$ -
17					\$ -	\$ -	38				\$ -	\$ -
18					\$ -	\$ -	39				\$ -	\$ -
19					\$ -	\$ -	40				\$ -	\$ -
20					\$ -	\$ -	41				\$ -	\$ -
21					\$ -	\$ -	42				\$ -	\$ -
<b>TOTALS</b>					\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00

**Total Registered:**  
**Total Non-Residents:**  
**Grand Total Collected:**

**Amount to City (25%+ Non-res)** \$0.00  
**Amount to Instructor (75%)** \$0.00  
  
**Date Submitted:** \_\_\_\_\_  
  
**Received By:** \_\_\_\_\_

\*\*\* Highlighted names Identify Split Payment

\*\* Highlighted names Identify non-resident

\* Highlighted names Identify Family Discount



## **Exhibit “G” – Quarterly Program Assessments**



### **Exhibit “G”**

There are Quality Assessments every three months. These Assessments will evaluate the quality of the program, how enjoyable it is for the participants, and how efficiently the program is being run by the provider.

The Quality Assessments will be broken down into two categories: Program Assessment Portion and Provider Assessment Portion.

#### **Program Assessment Portion**

- Registrants – Maximum 5 points each month
  - 80% or more to capacity and at least 80% of those registered being Doral City residents will result in the maximum 5 points that month. 70% or more to capacity and at least 70% of those registered being Doral City residents will result in 4 points that month. 60% or more to capacity and at least 60% of those registered being Doral City residents will result in 3 points that month. 50% or more to capacity and at least 50% of those registered being Doral City residents will result in 2 points that month. 50% or less to capacity and/or less than 50% of those registered being Doral City residents will result in 1 point that month.
- Surveys
  - All participants will receive a survey from Survey Monkey. Program must receive 90% overall participants to be satisfied with program for full allotted points. 4 points for 85%, 4 points for 80%, 2 points for 75% and 0 points if there is less than 70% satisfied.

#### **Provider Assessment Portion**

- Payments on time each month – Maximum 5 points each month
  - Payment in full requires full payment by the 14<sup>th</sup> of the following month and including copy of roster, date of payments and amount paid (and including 20% non-resident fee). The report(s) will include this information along with the amount due to the City. If the report(s) is missing information or the payment is not received and in full on time it is considered late. If anything is missing – There will be along with a \$750 late fee, 2 points will be deducted from the possible 5 points for each month’s payment. If the full payment and report(s) are not submitted by the end of the month an additional \$750 late fee will be assessed and an additional 2 points will be deducted from the possible 3 points remaining



points of the original 5. If the payment is made after the conclusion of that month only 1 point will be assessed for the payment points that month.

- Spot Checks – Maximum 5 points each month
  - Program Coordinator and staff will conduct random spot checks to assess the quality of the program. If coaches are not wearing their required ID badges, practices are not starting and ending on time or there are conduct issues these would result in missing points each month. These will be assessed at the Program Coordinator's discretion and the program will be notified of their points each month.



## Program Provider Quarterly Assessment

Provider \_\_\_\_\_  
Date \_\_\_\_\_  
Session \_\_\_\_\_

### Program Assessment Portion

#### Criteria:

Registrants - Capacity and residents	
5 points	<80% and <80% Res
4 points	<70% and <70% Res
3 points	<60% and <60% Res
2 points	<50% and <50% Res
1 point	>50% or >50% Res

Quarterly Survey	
15 points	90% Satisfied
12 points	85% Satisfied
9 points	80% Satisfied
6 points	75% Satisfied
0 points	70% or less Satisfied

#### Scores:

Total Capacity Allowed \_\_\_\_\_

	Registered	% of Cap	% Resident	Points
1st Month				
2nd Month				
3rd Month				

Satisfaction Survey	
% Satisfied	
Points	

1st Monthly points \_\_\_\_\_  
2nd Monthly points \_\_\_\_\_  
3rd Monthly points \_\_\_\_\_  
Quarterly Survey \_\_\_\_\_

Total Points for Program Assessment Portion \_\_\_\_\_

#### Notes:

City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quarterly Assessment continued on backside

1

## Provider Assessment Portion

### Criteria:

Full payment and correct reports		
5 points	14th of month	
3 points	End of month	
1 point	Next month	

Spot Checks - Badges, Conduct, Time	
5 points	no issues
4 points	1 issue
3 points	2 issues
2 points	2 issue
1 point	3 issues or more

### Scores:

	Date rec.	points
1st Month		
2nd Month		
3rd Month		

	Offenses	points
1st Month		
2nd Month		
3rd Month		

Notation of Issues \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Standings

#### Criteria:

Standing for Each  
Assessment

points	standing
27-30	Excellent
24-26	Good
0-23	Poor

Points received for Program Assessment	
Standing achieved for Program Assessment	

Points received for Provider Assessment	
Standing achieved for Provider Assessment	

Coordinator Signature \_\_\_\_\_

Provider Signature \_\_\_\_\_

## **SAMPLE AGREEMENT**

**CONTRACT #2025-09**  
**SWIM TEAM MANAGEMENT SERVICES FOR THE CITY OF DORAL PARKS**  
**BETWEEN**  
**CITY OF DORAL**  
**AND**

\_\_\_\_\_  
**CONTRACTOR NAME**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the **CITY OF DORAL**, a Florida municipal corporation, (the "CITY"), and **CONTRACTOR NAME** a Florida limited liability company (the "Contractor") located at City, State, Zip Code.

**WHEREAS**, the Contractor will provide services for the CITY, as further described in this contract, RFP-2025-09 Smim Team Management Services for the City of Doral Parks, and other documents attached hereto (the "Services"); and

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

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

1. **Scope of Services.**

1.1. Contractor shall provide the Services set forth herein, RFP-2025-09 Smim Team Management Services for the City of Doral Parks, and in Exhibit "A" Statement of Work in a professional manner and in accordance with all federal, state, and local laws. In the event of a conflict of interest between this document and the exhibits, the following order of precedence shall be observed:

1.1.1.This Contract #2025-09

1.1.2.RFP-2025-09 and all Addenda

1.1.3.Exhibit A, Statement of Work

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

2. **Term/Commencement Date.**

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

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

3. **Compensation and Payment.**

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

4. **Subcontractors.**

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

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

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

6. **Termination.**

- 6.1. The City Manager, without cause, may terminate this Agreement upon ninety (90) calendar days written notice to the Contractor, or may terminate immediately with cause if Contractor fails to cure any breach after written notice with fourteen (14) day opportunity to cure.
- 6.2. Upon receipt of the CITY's written notice of termination for convenience, Contractor shall stop providing Services effective immediately, unless otherwise directed by the City Manager.

- 6.3. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, if any, in a hard copy and electronic format within fourteen (14) days from the date of written notice of the termination or expiration of this Agreement.

## 7. **Insurance.**

- 7.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified in the attached and incorporated Exhibit B or as the City may otherwise require in order to capture the
- 7.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the CITY, reflecting the CITY as an Additional Insured (except with respect to Worker's Compensation Insurance), prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to CITY prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the CITY. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The CITY reserves the right to inspect and return a certified copy of such policies, upon written request by the CITY. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the CITY before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the CITY.
- 7.3. **Additional Insured.** Except with respect to Worker's Compensation Insurance, the CITY is to be specifically included as an Additional Insured for the liability of the CITY resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the CITY as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the CITY shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 7.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the CITY. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 7.5. **Waiver of Subrogation.** The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the CITY.
- 7.6. The provisions of this section shall survive termination of this Agreement.

8. **Nondiscrimination.**

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

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

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

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

10. **Indemnification.**

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

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

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

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



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

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

13.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

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

14.1. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which specifically and exclusively relate to Services to the CITY which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the CITY.

14.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

14.3. Upon request from the CITY's custodian of public records, Contractor shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

14.4. Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.

14.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the CITY, within fourteen (14) days. All such records stored electronically by Contractor shall be delivered to the CITY in a format that is compatible with the CITY's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public

records that are exempt or confidential and exempt from public records disclosure requirements.

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

shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

place of business for a period of three (3) years after final payment is made under this Agreement and all other pending matters are closed. Contactor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this Agreement by the City.

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

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

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

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

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

**CITY OF DORAL**

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

Attest:

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

Approved as to form and legal sufficiency:

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

**CONTRACTOR**

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Acknowledged before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

**Attachments:**

Exhibit A – Statement of Work

**Contractor Contact Information:**

**EXHIBIT "A"**

**STATEMENT OF WORK**

DRAFT