CITY OF DORAL

INVITATION TO NEGOTIATE

PUBLIC/PRIVATE PARTNERSHIP (P3)
DORAL 10

Submission Due Date: Tuesday, June 23, 2026, at 2:00 pm

ITN No. ITN - 2026-05

Procurement and Asset Management Director:
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Table Of Contents

1. Overview & Submission Instructions

1.1. Executive Opportunity Summary

2. Project Opportunity, Public Purpose, and Diligence Package

2.1. Project Outline

2.2. Business Terms and Transaction Framework

3. Proposal Submission Requirements and Evaluation Process

3.1. Minimum qualifications

3.2. Threshold review before comparative scoring

3.3. Proposal format

3.4. Public Benefit Matrix Requirement

3.5. Financial capacity requirements

3.6. Evaluation Process and Criteria

4. Special Conditions and Legal / Administrative Terms

4.1. Special Conditions

4.2. Special Contract Provisions

5. GENERAL DEFINITIONS & SOLICITATION TERMS & CONDITIONS

5.1. General Terms and Conditions

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

Attachments:

A - ITN_-_P3_Project_-_drawings (1)

B - Appraisal-_Vacant_Lot_06.01.2024 (1)

C - 7.25.2022_Schmaltz_(Nova)_Expert_Report

1. Overview & Submission Instructions

1.1. Executive Opportunity Summary

1.1.1. Overview

The City of Doral invites proposals from qualified development teams for a public-private partnership to redevelop approximately 10 acres of City-owned land known as DORAL 10. The City seeks a high-quality, professionally managed, master-planned project centered on an age-restricted 55+ residential component and a complementary commercial component that together advance a clear public purpose, preserve long-term public ownership, and create durable municipal value.

The City intends to structure the transaction through a single 99-year land lease. The City will retain fee simple ownership of the land throughout the term. The selected proposer will be expected to finance, design, permit, construct, operate, maintain, and reinvest in the project throughout the lease term, subject to negotiated development milestones, operating standards, reporting obligations, revenue participation, credit support, and reversion requirements.

The City deliberately seeks proposals that are disciplined yet creative. The City is open to residential models that include 55+ rental multifamily, independent living, assisted living, or an integrated combination, provided the proposal demonstrates a coherent development concept, realistic economics, professional operations, meaningful community benefit, and long-term lifecycle stewardship. The City may consider a reasonable adjustment to the 55+ requirement at a later time within the Land Lease, based on a demographic review, and based on the City's reasonable review of the at-that-time conditions. The review can be triggered by a written request by the Developer to review the restriction after notification by the City that a review might be considered.

Why this opportunity

• City-owned site in Doral that can support a unified master-planned development.

• Public-purpose-driven opportunity emphasizing 55+ housing, neighborhood compatibility, quality design, long-term stewardship of public land, and financeable municipal value creation.

• Flexible ITN format designed to invite multiple solution pathways while preserving clear non-negotiable principles.

• Transaction framework intended to be bankable, auditable, and adaptable through negotiations.

What success looks like

• A financeable project with a credible capital stack, realistic phasing, and a disciplined delivery schedule.

• A residential program that addresses the needs of residents aged 55 and older while allowing the market to demonstrate the most viable operating model.

• A complementary commercial program that supports the residential use, the surrounding neighborhood, and the City's long-term value objectives.

• A business structure that balances base rent, percentage rent, Equity Participation and/or transfer participation, and durable lifecycle stewardship over the full lease term.

• A final transaction that is attractive to the market, protectable by the City, and explainable to the public as an intelligent long-term use of City-owned land.

Key submission information

Pre-Submittal Conference	**June 2, 2026 at 10:00 a.m., City Hall Third Floor Training Room**
Deadline for Written Questions	June 9, 2026 at 5:00 p.m.
Proposal Due Date	June 23, 2026 at 2:00 p.m.
Submission Platform	OpenGov Procurement Portal
Shortlist / Presentations / Negotiations	To be scheduled and noticed as set forth in this ITN

City non-negotiable principles and negotiable business variables

City non-negotiable principles	Negotiable business variables
The City retains fee simple ownership of the premises throughout the lease term.	Residential product mix and operating model within the permitted 55+ framework.
The land lease term is 99-years.	Commercial mix, phasing, and integration with the residential program.
The project must include a 55+ residential component and a complementary commercial component at the Project's Outset.	Rent commencement structure, reserve mechanics, and phasing of economic obligations.
Any financing or encumbrance is limited to the leasehold estate and may not attach to the City's fee interest.	Development milestones and sequencing, subject to City approval and lender-recognition standards.
All improvements revert to the City at lease expiration or other negotiated reversion event.	Additional public-benefit commitments, services, amenities, sustainability features, and lifecycle reinvestment structures.
Other core City ownership, reversion, and public-purpose protections reflected in this ITN.	Other financeable business terms that enhance value to the City while preserving the City's non-negotiable principles.

1.1.2. Instructions to Proposers

A. Procurement method and general intent

This solicitation is issued as an Invitation to Negotiate. The City knows the public outcome and transaction principles it seeks, but it is intentionally not prescribing a single private-sector solution. The ITN process is therefore designed to allow comparative evaluation, presentations, discussions, negotiation rounds, potential

Best and Final Offers (BAFOs), and refinement of project requirements and business terms before final recommendation.

The City may shortlist one or more proposers and may negotiate concurrently or sequentially, as determined to be in the City's best interest. The City reserves the right to refine project requirements during negotiations, request clarifications, invite revised business terms, and seek additional detail regarding development, finance, operations, public benefit, and risk allocation.

Unless expressly stated otherwise in a written instruction of the City, scores from one phase do not automatically carry forward into later phases. Each phase is intended to evaluate the matters most relevant to that stage of the process. The final recommendation will prioritize overall best value, finance ability, deliverability, public purpose, and risk-adjusted long-term value to the City, and not merely the highest nominal rent number.

B. Teaming structure and eligible proposer profiles

The City will accept proposals from developer-led teams, operator-led teams with an identified development partner, or integrated development/operator teams, provided the proposal demonstrates a clear lead entity, coherent team structure, and sufficient collective qualifications to finance, entitle, develop, operate, and maintain the project.

• The lead proposer must identify the proposed development entity structure and the role of each key participant.

• If the proposer is not itself the intended operating entity, the proposal must identify the expected operating model and the relationship between the developer, operator, and capital partners.

• The City encourages teams to include the disciplines necessary to move efficiently from award through closing, including development, operations, design, entitlement, finance, legal, and property management capability.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City. The City's tentative schedule for this Solicitation is as follows:

Issuance/Advertisement Date:	May 15, 2026
Pre-Submittal Conference/Site Visit (Non-Mandatory):	June 2, 2026, 10:00am City of Doral Government Center 8401 NW 53 Terrace 3rd floor training room Doral, FL 33166
Deadline for Written Questions:	June 9, 2026, 5:00pm

Deadline for Proposals (Submit Electronically via OpenGov):	June 23, 2026, 2:00pm Microsoft Teams meeting Join: https://teams.microsoft.com/meet/278855078932913?p=VwcEqS1bMWe6dRHgF3 Meeting ID: 278 855 078 932 913 Passcode: W8sn2qB6
Phase I Evaluation Committee Meeting (Open to Public):	TBD by notice
Phase II Presentation and Q&A Sessions (Closed to the Public):	TBD by notice
Phase III Negotiations / BAFO (if requested):	TBD by notice
Phase IV Final Evaluation Committee Meeting (Open to Public):	TBD by notice
Target period for final transaction documents after selection:	Ninety (90) days, subject to City-approved extension

The above schedule may be amended as required. All scheduled meetings will be announced with sufficient time to allow the public full access to the scheduled meetings as per the State of Florida Sunshine Law.

1.1.4. Pre-Submittal Conference
Conference Type: Non-Mandatory

A Pre-Submittal Conference will be held on the date and time specified in the Procurement Schedule. During this meeting, the requirements of this Solicitation will be reviewed and discussed. If Mandatory: Prospective Proposer(s) must attend. Those who do not attend will be ineligible to submit a Proposal. Any Proposal submitted by a non-attendee will be deemed non-responsive. If Non-Mandatory: Prospective Proposer(s) are encouraged to attend, but attendance is not required to submit a Proposal.

Any changes to this Solicitation discussed during the conference or site visit are not binding unless included in a written addendum issued by the City. Any questions regarding the Solicitation must be submitted in writing to the Procurement Division on or before the question deadline.

Proposers are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.

1.1.5. Cone of Silence Policy and Inquiries

This Solicitation is subject to the City "Cone of Silence" policy. Accordingly, all questions and/or comments regarding this Solicitation must be made in writing through the OpenGov portal. 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 a written addendum. Oral statements, informal proposals, and conference discussions are not binding unless incorporated into a written addendum.

1.1.6. Method and Deadline for Submittal

Proposals must be submitted electronically through the OpenGov Procurement Portal https://procurement.opengov.com/portal/cityofdoral/projects/253794 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 Proposals received after the due date and time specified will not be considered. The City will open all Proposals received by the stated deadline in a public forum and announce the name of each Proposer that submitted a response to this ITN.

Solicitations, addenda, and related notices can be downloaded from OpenGov. Interested parties must register with OpenGov to receive notifications of addenda or notices issued in connection with this ITN.

The City reserves the right to accept any proposal 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 Proposal, 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 Solicitation. Minor issues may be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.7. Method of Award

The City will review all submittals received by the Deadline for Submittal for compliance with the requirements set forth in this ITN. To be deemed responsive, the submittal must meet or exceed the minimum requirements established herein and include all required forms. The City will be the sole judge in determining the Proposers' qualifications. The City anticipates selecting one proposer with whom it will negotiate a final land lease agreement under this ITN competitive selection process.

A response to this solicitation does not constitute an offer or an agreement with the City. An agreement will not exist and is not binding until Proposals are reviewed and ranked by an evaluation committee, finalists are selected, negotiations are conducted, Best and Final Offer(s) (BAFOs) are requested, the best Proposal is identified, an agreement has been executed by the parties, and approved by the appropriate level of authority within the City. The City's decisions will be final.

In the event the awarded firm fails to execute the agreement or perform services after award, the City of Doral reserves the right to negotiate and execute an agreement with the next most qualified firm, as determined during the original selection process, without further solicitation.

1.1.8. Reservation of rights

- The City may reject any or all proposals, discontinue negotiations with any proposer, request revised proposals, request BAFOs, or elect not to proceed with the project.

- The City may negotiate with one proposer or more than one proposer and is not required to continue negotiations with all shortlisted proposers on identical schedules or terms.
- No agreement or land lease shall exist unless and until final transaction documents are approved and executed by the City.

2. Project Opportunity, Public Purpose, and Diligence Package

2.1. Project Outline

A. Project overview

The project involves two City-owned parcels totaling approximately 10 acres, generally located between NW 102nd Avenue and NW 104th Avenue near NW 69th Street in Doral, Florida. The City seeks a unified but functionally distinct development consisting of an age-restricted 55+ residential component on the residential parcel and a complementary commercial component on the commercial parcel.

The site is uniquely feasible because it is City-controlled, strategically located within an established community, and immediately adjacent to commercial, medical, recreational, and mobility resources that support a resident-serving 55+ environment. The City believes the combination of land control, locational advantages, and a flexible senior-housing concept creates a realistic opportunity for an executable transaction rather than a purely aspirational solicitation.

The City is not prescribing a single senior housing format. Instead, the City seeks proposals that demonstrate why the proposed model is feasible, financeable, and beneficial. Proposers should explain how their concept addresses market demand, community compatibility, resident experience, operational sustainability, and long-term asset quality.

B. Public purpose

The public purpose of this ITN is to expand high-quality housing options for residents aged 55 and older, encourage development that supports aging in place and community continuity, preserve long-term public ownership of strategically located City land, generate ongoing municipal value, and deliver a professionally operated development that is compatible with the surrounding area and responsive to the City's long-term planning objectives.

The City intentionally is not imposing a fixed minimum attainable-unit requirement at this stage. The City wants to evaluate what the market is prepared to offer across different 55+ models, including proposals that emphasize rental multifamily, independent living, assisted living, or blended approaches. To preserve flexibility while minimizing evaluation inconsistency, each proposer must provide a clear Public Benefit Narrative and Public Benefit Matrix identifying measurable commitments, target resident profile, affordability or attainability commitments if any, resident services, operational commitments, and other community benefits. The City expects public benefit to be a substantive selection factor rather than a narrative afterthought. Accordingly, proposers should present public-benefit commitments in specific, durable, and enforceable terms, and the City will evaluate such commitments based on their measurability, operational credibility, duration, and compatibility with the proposer’s selected housing model.

C. Standardized public-benefit comparison framework

For comparative evaluation, the City will assess each proposal across standardized public-value categories. The City may use a supplemental comparison worksheet during review, provided that the published evaluation criteria and point structure remain controlling.

Category	**Illustrative content**	**Evaluation focus**
Resident affordability / attainability	Rent or pricing commitments, target income bands, duration, and enforcement structure	Measurability, durability, and credibility
Resident services and programming	Service package, social programming, wellness features, transportation, or care-related supports	Resident relevance and operational realism
55+ operating protections	Age-restricted compliance model, tenant profile, and operational safeguards	Compatibility with proposed housing model
Neighborhood-serving commercial value	Commercial mix, convenience, compatibility, and benefit to surrounding area	Public usefulness and project coherence
Mobility and access	Site circulation, walkability, multimodal access, drop-off, and parking strategy	Practicality and community integration
Sustainability and resilience	Energy, water, resiliency, and long-term operating-efficiency features	Lifecycle value and durability
Local economic and community benefits	Jobs, local participation, public-facing amenities, or other community commitments	Specificity and public value

D. Entitlement and regulatory pathway assumptions

Proposers shall assume that they are responsible for evaluating and pursuing all required zoning, land use, site plan, development agreement, platting, concurrency, permitting, licensing, and other governmental approvals necessary for their proposed development program, unless expressly stated otherwise by the City. The City, at its sole discretion, may opt to be a co-applicant in any application for any such entitlements in which the Proposer may seek.

The western parcel, consisting of approximately 8 acres currently has a land use designation of Low Density Residential and a zoning classification of MF-1 (Multi Family Residential). The eastern parcel, consisting of approximately 1.7 acres, currently has a land use designation of Business and a zoning classification of CC (Commercial Corridor). Nothing in this ITN constitutes a representation that any particular density, height, parking reduction, site configuration, land use change, zoning change, or development approval has been granted. Proposals should be grounded in a realistic regulatory pathway and should identify any approvals,

deviations, variances, waivers, legislative actions, land use changes, or zoning changes assumed by the proposer.

The City may be open to considering land use and zoning amendments necessary to accommodate a financially feasible project, if the proposed amendments are compatible with the Future Land Use Map, the Land Development Code and the City's Comprehensive Plan. Any proposer seeking such changes shall submit with its proposal a specific recommendation package identifying the requested amendments, the parcel or parcels affected, the planning and market rationale, the connection between the requested changes and project feasibility, and the proposer's proposed approval pathway and sequencing assumptions. The City, at its sole discretion, may approve or deny any requested land use or zoning amendment, and the proposer assumes the risk that such approvals may not be granted, and shall have no recourse against the City.

E. Diligence package and data room index

The City has assembled and will make available through the procurement portal a diligence and deal package intended to help proposers underwrite the opportunity with greater confidence and reduce avoidable pursuit risk. The package is informational and does not relieve proposers of the duty to perform their own investigations; however, the City intends the data room to include the principal reference materials in the City's possession that are most relevant to site identification, title, survey, zoning, environmental condition, and prior site history, including the survey and title materials attached or otherwise posted with this ITN.

Ref.	Diligence item	Purpose / description	Status
A	Reference drawings and conceptual site materials	Current understanding of parcel configuration, site context, and conceptual planning reference points.	Available
B	2024 appraisal materials	Land value context and business-term evaluation.	Available
C	2022 market / expert report	Background demographic and market context.	Available
D	Folio, legal description, and parcel identification summary	Confirms the land description, parcel identity, and reference legal description.	Available in data room

E	Zoning and land-use summary	Current land use and zoning framework, including the residential parcel's Low Density Multi-Family Residential designation and zoning, the commercial parcel's Commercial Corridor land use designation and Commercial zoning, known development standards, and approval-path assumptions.	Available in data room
F	Utility, access, and off-site context summary	Known utility, access, circulation, and infrastructure context, including available City reference materials.	Available in data room
G	ALTA / boundary survey and title commitment materials	Reference survey and title information for underwriting, legal review, and lease exhibit preparation.	Attached and available in data room
H	Environmental study and environmental information in the City's possession	Phase I environmental and other available environmental reference materials for preliminary diligence.	Available in data room
I	Known site history / prior entitlement background	Historical site context, prior planning or entitlement background, and other feasibility-related reference materials known to the City.	Available in data room
J	Draft term sheet and draft land lease form	Anchors negotiations and reduces transaction uncertainty.	Included
K	Data room index and update log	Identifies diligence materials made available and tracks any supplemental postings or addenda before the proposal due date.	Included

F. Confidence-building transaction story

The City is deliberately presenting this opportunity as a structured but adaptable transaction. Sophisticated development teams evaluate opportunities based on more than policy language. For that reason, this ITN is

designed to give proposers a clearer line of sight into the legal framework, business terms, diligence package, evaluation priorities, and draft lease structure that the City expects to carry into negotiations.

A successful project from the City's perspective is one that is not merely conceptually appealing, but one that can close, obtain approvals, secure financing, get built, operate well, maintain quality for decades, and return continuing value to the City without compromising long-term public ownership.

2.2. Business Terms and Transaction Framework

A. Land lease structure

• Lease term of ninety-nine (99) years.

• Leasehold financing permitted only to the extent expressly approved in the final transaction documents, and as approved or conditioned by the first debt provider, limited to the leasehold estate.

• There shall be no transfer, assignment, sale of controlling interests, Change in Control, replacement of the lead developer or controlling development principal, or sublease of substantially all of the leasehold estate must have prior written without first having obtained the written consent of the City, which will be evaluated at the City's sole discretion. In addition, any transfer must conform to any and all language within the First Debt documents, and any approvals needed by the First Debt need to be obtained prior to the City's Approval. If the First Debt has approved, the City will potentially add in language that such transfer will be within reasonable standards. Said Lender approvals should comport with the Development-Continuity Milestones identified in the final transaction documents, and any transactions shall be conditional upon the Developer's and the Lenders agreed-upon loan documents. After satisfaction of the Development-Continuity Milestones, and the above approvals, a transaction shall have be reasonably approved with the City's written consent and subject to the City's and Lenders Transfer Participation rights along with any other legal, and/or lender's conditions provided for within the final transaction documents.

• If the winning bidder fails to perform under any of the Conditions provided for in the final Documents, inclusive of any critical path/timing milestones, the City shall maintain the rights to Reversion of the leasehold estate and improvements. If the Project is completed as required, any future Reversion shall be conditioned on the Developer or subsequent owners maintaining all capital and improvement milestones. The City, upon any defined Reversion Event, may exercise that right without compensation to tenant and subject to release of all non-permitted leasehold liens after applicable lender notice and cure opportunities.

B. Revenue participation

The City expects proposals to include a fixed annual base land rent together with a revenue and/or equity participation component. The City's objective is to capture long-term value from the site while maintaining project finance ability and allowing commercially realistic lease-up and stabilization assumptions.

Participation shall be based upon the Land Value at the time of Lease execution, and the amount of actual equity placed into the Project by the Developer. The City may consider either a participation as a percentage/portion of the Developer's actual distributions, to be monitored by the City through any industry standard commercial financial reporting software (i.e., Juniper Square), provided that the City has full and absolute direct access to all financials, and/or may participate in the Gross Revenues. Participation, Gross

Revenues, or any Financial Term to be used as defined and as provided throughout this ITN, the draft term sheet, and the draft land lease. Unless otherwise expressly approved in the final transaction documents, Distributions shall be understood to include any amounts received by the Developer, in any form as a direct payment to the Developer, in any form or substance. Gross Revenues shall be understood as including all revenues generated from the operation, use, occupancy, or monetization of the Project or the Premises, including residential rents, commercial rents, parking, amenities, fees, concessions, service income, and other project-derived income, without reduction for operating expenses, debt service, or capital expenditures.

The City expects transfer participation to apply to any capital event, any approved direct and indirect monetization events involving the leasehold estate or controlling interests in the tenant or its parent structure, including assignments, sales, recapitalizations, refinancing-related monetization, and comparable value-realization events. Proposers may comment on structure and methodology, but should not assume that such events are included in the City's economic participation, but whose baseline shall be readjusted for any capital event and/or transaction as defined above.

C. Suggested financial placeholder values for review

Item	**Suggested value**	**Drafting rationale**
Negotiation Deposit	$50,000	Meaningful good-faith amount without being disproportionately punitive at selection stage.
City Transaction Cost Reimbursement Cap	$100,000	Covers outside counsel, real estate, financial, planning, title, and technical review expenses on a complex land transaction.
Target Execution Window After Selection	90 days	More realistic than a compressed post-selection period if the City is packaging form documents and diligence materials for closing negotiations.

D. Commercial comparability definitions

Term	**Draft interpretation for proposal comparability**
Base rent commencement	Proposers shall identify the proposed commencement date, any approved deferral period, ramp-up schedule, and the minimum annual base-rent floor applicable after stabilization.
Minimum protections	Any proposal with delayed, graduated, or percentage-heavy rent must identify the long-term minimum annual base-rent protections and any proposed floors, resets, or periodic adjustments.

Transfer participation	The City's baseline expectation is participation in approved direct and indirect transfers, assignments, recapitalizations, refinancing-related monetization, and similar value-realization events involving the leasehold estate or controlling interests.
Permitted transfers	A Permitted transfer may be considered, as above, after the first full iteration and construction Completion of the initial Project. After that initial Completion, proposers shall identify any transfers proposed to be permitted without consent and explain why such flexibility is necessary for finance ability or customary structuring. Any proposed Permitted Transfer, after construction completion of the initial Project, must preserve continuity of the Selected Proposer's lead developer, controlling development principal, and required guarantor support through the Development-Continuity Milestones unless the City expressly approves otherwise. After satisfaction of the Development-Continuity Milestones, transfers, assignments, sales, recapitalizations, and Changes in Control may be considered only with the City's prior written consent, subject to the City's Transfer Participation rights, and conditioned on the proposed transferee's written assumption of applicable obligations and demonstration of financial, operational, and ownership qualifications reasonably acceptable to the City.
Reserve / lifecycle mechanism	Proposers shall identify whether lifecycle obligations are supported by a dedicated reserve, capital plan, periodic condition testing, replacement schedule, or another equivalent mechanism acceptable to the City.
Reversion events	In addition to expiration, proposers shall comment on reversion mechanics in the event of uncured failure to timely commence or complete development, abandonment, permanent cessation of approved use, or other material defaults designated as Reversion Events in the final transaction documents.

Lender recognition	Proposers shall identify any requested lender notice, cure, step-in, collateral assignment, or recognition rights and explain why such rights are commercially necessary without impairing the City's fee ownership, milestone enforcement, or core reversion rights.
Audit rights and reporting	Proposers shall identify (1) the acceptable market financial reporting software providing full financial access to financials and construction to be used for the project, and (2) the proposed frequency and format of project-level operating reports, annual audited financial statements, rent statements, and any proposed materiality thresholds for audit cost shifting.
End-of-term standard	Proposers shall identify the physical and operational conditions in which improvements would be delivered at expiration or reversion, accounting for age, permitted wear, required lifecycle maintenance, and transition cooperation obligations.

E. Selected-proposer financial refresh and cost obligations

Within seven (7) business days after written notice of selection, the selected proposer shall provide updated evidence of continued financial capacity and readiness to proceed, including updated capital source letters, interim financial information if requested, evidence of predevelopment funding capacity, and confirmation of the proposed development entity and ownership structure. The selected proposer shall also confirm the identity of the proposed lead developer, controlling development principal, key delivery parties, and any required guarantor support that will remain responsible through the Development-Continuity Milestones identified in the final transaction documents.

As a condition precedent to priority negotiations, the selected proposer shall execute a reimbursement agreement acceptable to the City and deliver a good-faith negotiation deposit of Fifty Thousand Dollars ($50,000). The selected proposer shall reimburse the City for its reasonable out-of-pocket third-party transaction costs, subject to a cap of One Hundred Thousand Dollars ($100,000) unless otherwise approved in writing by the selected proposer or authorized by City Council.

F. Construction-stage security

Construction-stage security is not required with the initial proposal. Prior to closing and/or commencement of material construction, the selected proposer shall identify and provide construction-stage security required by the wining bidders First Debt Provider in a form acceptable to the City, which may include payment and performance bonds, a letter of credit, construction completion guaranty, parent guaranty, and/or another approved credit support package as required by any First Debt or Secondary Debt provider.

G. Operations, maintenance, and reinvestment

The selected proposer will be solely responsible for operation, management, maintenance, repair, replacement, and lifecycle reinvestment in the project throughout the lease term. The City does not intend to direct daily operations. Instead, the City intends to govern through negotiated standards, reporting, inspection rights, audit rights, reserve requirements if any, and end-of-term reversion standards.

Proposals must identify the proposer's operating model, property management approach, maintenance standards, staffing assumptions, lifecycle capital strategy, and method for keeping the asset competitive and code compliant over the full term.

H. Reversion and end-of-term standards

The City's baseline expectation is that the final transaction documents will address reversion with greater specificity than a general ground-lease summary. At a minimum, the final documents should address: reversion at expiration and upon any Reversion Event; termination of the leasehold estate; vesting of title to improvements in the City without compensation to tenant; required release of all non-permitted leasehold liens after applicable lender notice and cure opportunities; delivery condition and transition cooperation; books, records, plans, warranties, service contracts, and permits to be assigned or transferred to the extent applicable; and lender-recognition provisions that do not impair the City's fee ownership or core reversion rights.

For proposal comparability, proposers should comment on the City's expectation that Reversion Events may include, subject to negotiated force majeure, cure rights, and lender-recognition provisions: (i) expiration of the lease term; (ii) uncured failure to timely commence or complete required development; (iii) abandonment; (iv) permanent cessation of the approved use for the period stated in the final transaction documents; and (v) other material defaults expressly designated as reversion-triggering in the final transaction documents. The City's baseline expectation for end-of-term delivery is that the Project will be surrendered in safe, operable, structurally sound, weather-tight, code-compliant, and professionally maintained condition, ordinary wear and approved lifecycle standards excepted, together with reasonable transition cooperation.

3. Proposal Submission Requirements and Evaluation Process

3.1. Minimum qualifications

A. Active legal entity authorized to do business in Florida at the time required by law or prior to award.

B. Demonstrated experience with development projects of similar scale or complexity, including mixed-use, senior housing, public-private partnership, land lease, or comparable long-term real estate transactions.

C. Ability to comply with all required certifications, statutory eligibility requirements, and conflict-of-interest disclosures.

D. Financial Capacity ThresholdsProposer (or its controlling sponsor or guarantor entity) shall demonstrate:

- Liquidity ≥ 15% of total estimated development cost

- Net worth ≥ 35% of total estimated development cost

E. Development Experience

Proposer shall demonstrate completion, as a principal developer, of at least two (2) projects of similar scale and complexity.

F. Execution Capacity

Proposer shall demonstrate organizational capacity to execute the Project, including current pipeline and resource allocation.

G. Guarantor Identification

Proposer shall identify the entity(ies) expected to provide completion guarantees and financial backing.

3.2. Threshold review before comparative scoring

Before comparative scoring, the City will review each proposal for responsiveness, satisfaction of minimum qualifications, and material conformity with the City's non-negotiable principles. The City may request clarifications or cure of immaterial irregularities, but may reject a proposal as non-responsive if it omits required submissions, materially departs from non-negotiable principles, or fails to demonstrate minimum qualifications.

• Responsiveness review addresses required submissions, certifications, timeliness, and material conformity with the ITN.

• Responsibility review may include evaluation of legal capacity, financial capacity, past performance, and other matters bearing on the proposer's ability to perform.

• Only proposals that pass threshold review will advance to comparative scoring.

3.3. Proposal format

3.3.1. Submission Matrix

Section	Required submission item	Form	Threshold / scoring treatment	Evaluation use
A	Cover letter and executive summary	Narrative	Required for responsiveness	Threshold / context
B	Development concept package, including site plan, massing, uses, and design narrative	Narrative + graphics	Required for responsiveness and scoring	Phase I
C	Public Benefit Narrative and Public Benefit Matrix	Narrative + matrix	Required for responsiveness and scoring	Phase I / II

D	Development program, phasing, and entitlement / regulatory narrative, including any recommended land use or zoning changes	Narrative + entitlement summary	Required for responsiveness and scoring	Phase I
E	Identify Development Team and Execution Structure including: Lead developer, General contractor, Key consultants and operator	Narrative	Required for responsiveness and scoring	Phase I
F	Development schedule including: Financial closing, Construction commencement, Substantial completion *The final agreement will include enforceable milestones.	Narrative	Required for responsiveness and scoring	Phase I
G	Financial capacity package including: Audited financial statements (last three fiscal years), Current financial statements for key principals, Evidence of liquidity, Disclosure of contingent liabilities and guarantees, Identification of capital partners and ownership structure	Documentation	Required for responsiveness and scoring	Phase I

H	Capitalization Package including: Debt and equity sources, Prior relationships with capital providers, Comparable executed transactions. * Conceptual or unidentified capital sources may be deemed non-responsive.	Documentation	Required for responsiveness and scoring	Phase I
I	Conceptual sources and uses, capitalization approach, and economic structure	Narrative + table	Required for responsiveness and scoring	Phase I / II / IV
J	Operations, maintenance, and lifecycle strategy	Narrative	Required for responsiveness and scoring	Phase I
K	Risk matrix and implementation schedule	Matrix + schedule	Required for responsiveness and scoring	Phase I
L	Experience, comparable projects, references, and key personnel	Narrative + resumes	Required for responsiveness and scoring	Phase I / II
M	Exceptions / comments to draft term sheet and draft land lease	Redline or matrix	Required; material departures may affect responsiveness or scoring	Phase I / III
N	Required forms, certifications, and portal questionnaires	Forms	Required for responsiveness	Threshold
O	Alternative value-added concepts or enhanced financial structures	Optional narrative	Optional	Phase I / II / IV

Proposals should be well organized and clearly labeled in the order shown in the submission matrix. The City prefers concise, decision-useful submissions. Repetition should be minimized. Proposers should clearly identify assumptions, requested approvals, business terms, and any exceptions to the draft term sheet or draft land lease. If a proposal depends in whole or in part on requested land use or zoning changes, the proposal

shall clearly identify those requested changes in the development program materials and entitlement / regulatory narrative and shall include the proposer's recommendation package for such changes. The City will evaluate the realism, coherence, and risk profile of any requested land use or zoning amendments as part of its review of development concept, approvals path, schedule, and overall deliverability.

3.4. Public Benefit Matrix Requirement

To preserve flexibility while minimizing evaluation inconsistency, each proposer shall include a Public Benefit Matrix summarizing the measurable public-value commitments included in the proposal. The matrix must separately identify, to the extent applicable: attainability commitments, resident services, age-restricted compliance model, neighborhood-serving commercial features, mobility or access improvements, sustainability features, local economic benefits, community amenities, and any other public-value commitments. Commitments should be described in specific and comparable terms and should identify duration, enforcement concept, operational responsibility, and any assumptions required for implementation. The City expects the matrix to function as a decision-useful comparison tool for the evaluation committee, not merely as narrative support material.

3.5. Financial capacity requirements

- Three most recent fiscal years of audited financial statements, or if unavailable, reviewed or compiled statements with explanation.
- Summary of liquidity, credit facilities, and working capital.
- Description of anticipated capital structure, including equity, debt, and any contemplated public or quasi-public financing tools.
- Letters of support or capacity from lenders, equity providers, or capital partners, which may be non-binding at Phase I.
- Disclosure of material litigation, defaults, restructurings, or regulatory matters that may affect capacity or responsibility.
- Description of corporate structure, development entity, and proposed parent or affiliate support.

3.6. Evaluation Process and Criteria

A. Evaluation philosophy

The City will evaluate proposals based on overall best value, finance ability, deliverability, quality of the development concept, strength of the team, clarity of public benefit, and alignment with the City's public-purpose objectives. Public benefit is an important substantive consideration in this ITN and will be discussed and scored as an integral part of proposal quality, not as a secondary policy overlay. The City is not obligated to select the proposer offering the highest nominal rent or the proposal with the greatest number of theoretical benefits if the City concludes that such proposal is less realistic, less bankable, less deliverable, less enforceable, or less aligned with long-term municipal interests.

Because this is an ITN, the City may refine project requirements during negotiations. Evaluation committee scoring is intended to guide selection and recommendation, not to freeze the business deal before meaningful discussions occur.

B. Phase structure and recommendation standard

Phase	Primary purpose	Recommendation standard
Phase I - Written proposal evaluation	Review written submissions and establish shortlist eligibility	Recommend highest-ranked proposer(s) for shortlist based on written proposals and threshold review
Phase II - Presentations / Q&A	Test project understanding, team depth, responsiveness, and comparative value	Recommend proposer(s) to advance to active negotiations
Phase III - Negotiations / revised submissions / BAFO	Refine business, legal, technical, and public-benefit commitments	No fixed-point award required unless directed by the City
Phase IV - Final evaluation and recommendation	Evaluate final negotiated or BAFO-positioned offers for best value	Support a final best-value recommendation based on the proposal as clarified, negotiated, and, if applicable, revised

C. Scoring treatment across phases

Unless the City expressly states otherwise in a written instruction, scores from one phase do not automatically carry forward to later phases. The City may decide to carry forward, reset, or separately evaluate phase results depending on the needs of the process. The purpose of this approach is to preserve the flexibility of the ITN while ensuring that final recommendations reflect the most current and complete understanding of the competing proposals.

D. Phase I evaluation criteria

Criterion	Points	Key considerations
Developer experience, comparable projects, and past performance	20	Mixed-use, senior housing, P3 / long-term land lease, financing and execution record.
Development concept and land use compatibility	15	Quality of site plan, functional fit, neighborhood compatibility, realism of approvals path, and quality of any requested land use or zoning change recommendation.

Financial capacity and conceptual financial approach	20	Balance sheet strength, liquidity, capital access, conceptual sources and uses, finance ability.
Development approach, schedule, and implementation plan	10	Phasing, milestones, realism of schedule, entitlement sequencing, and practicality of any requested land use or zoning amendment pathway.
Operations, maintenance, and lifecycle strategy	5	Management, maintenance standards, reserve philosophy, end-of-term stewardship.
Risk identification and allocation approach	5	Recognition of major risks and disciplined allocation strategy.
Public benefit, resident value, and community impact	10	Quality, measurability, durability, and feasibility of public-value commitments.
Land lease, commercial terms, and long-term alignment	15	Base rent, Participation and/or percentage rent, transfer participation, auditability, and overall alignment with City interests.

E. Public-benefit evaluation without a fixed minimum threshold

The City is intentionally not imposing a minimum attainable-unit percentage or a single mandatory public-benefit formula at this stage. Instead, the City will comparatively evaluate the public benefit offered by each proposal using a structured framework that focuses on measurability, resident relevance, durability over time, operational credibility, enforceability, compatibility with the proposed housing model, and overall consistency with the City's stated public purpose. To support consistent evaluation, the committee may use a supplemental comparison worksheet during review that normalizes each proposer's identified public-benefit commitments across common categories. That comparative worksheet need not alter the published point structure but may inform the committee's scoring within the published criteria. Any such supplemental comparison worksheet shall be used only to normalize comparison of published categories and commitments and shall not create unpublished criteria, hidden sub criteria, or additional weighting beyond the evaluation structure stated in this ITN.

F. Phase II evaluation criteria

In Phase II, the committee's qualitative discussion should expressly test the proposer's public-benefit offering through the same structured categories identified elsewhere in this ITN, including resident affordability or attainability, resident services and programming, 55+ operating protections, neighborhood-serving commercial value, mobility and access, sustainability and resilience, and local economic or community benefits. Accordingly, qualitative strengths or weaknesses discussed under presentations, Q&A, and value-added commitments should be tied back to those categories rather than treated as free-form or purely aesthetic considerations.

Criterion	**Points**	**Key considerations**

Oral presentation and project understanding	20	Command of concept, site, entitlements, public purpose, transaction structure, and the proposer's understanding of its stated public-benefit commitments.
Team capability and key personnel	15	Depth, role clarity, and credibility of the proposed execution team.
Responsiveness during Q&A	20	Transparency, consistency, and ability to address assumptions, risks, and questions regarding measurable public-benefit commitments and delivery obligations.
Financial proposal and pricing structure	30	Value to the City, realism, lifecycle economics, and risk-adjusted structure.
Public benefit, innovation, and value-added commitments	15	Additional measurable public-benefit commitments evaluated through the published public-benefit categories, together with design, operational, sustainability, or service enhancements that strengthen long-term value to the City.

G. Phase IV final evaluation criteria

Criterion	Points	Key considerations
Final financial offer and economic value	40	Base rent, Prospect Participation and/or percentage rent to the City, transfer participation, timing, reliability, and long-term economics.
Contractual terms and risk allocation	20	Acceptability of final deal terms, credit support, and allocation of development and operating risk.
Technical and implementation commitment	15	Readiness, deliverability, milestone certainty, and quality of the final implementation plan.
Consistency, responsiveness, and negotiation performance	15	Good-faith negotiations, clarity, and consistency of the proposer's position.
Final value-added benefits and enhancements	10	Enhanced public value commitments secured through negotiations.

4. Special Conditions and Legal / Administrative Terms

4.1. Special Conditions

A. Standardized terminology

For purposes of this ITN, the following selected defined terms and usage conventions should be applied consistently. Terms such as bidder, vendor, supplier, and contract are intentionally minimized except where required by law or by portal forms. The final transaction documents may refine or supplement these definitions, but proposals should respond using the terminology below.

Defined term	**Meaning for this ITN**
City	The City of Doral, Florida, acting in its proprietary and regulatory capacities as applicable.
Project	The DORAL 10 redevelopment opportunity described in this ITN, including the approved 55+ residential component, complementary commercial component, and related site improvements.
Premises	The City-owned land that will be described in the final legal description, survey materials, and final land lease exhibits.
Land Lease	The long-term ground lease, together with any related development agreement or companion closing documents approved by the City.
Final Transaction Documents	The negotiated and approved land lease and all related development, financing, security, guaranty, reimbursement, closing, and exhibit documents.
Gross Revenues	All revenues generated from the operation, use, occupancy, leasing, licensing, parking, concessions, amenities, fees, services, or monetization of the Project or the Premises, without reduction for operating expenses, debt service, capital expenditures, depreciation, management fees, affiliate charges, or similar deductions, subject only to the final negotiated inclusions, exclusions, and reporting mechanics expressly stated in the final transaction documents.

Development-Continuity Milestones	The milestone stage through which the City requires continuity of the Selected Proposer's lead developer, controlling development principal, required guarantor support, and approved development entity. Unless the final transaction documents expressly provide otherwise, the Development-Continuity Milestones shall extend through substantial completion of the approved core improvements, completion of the principal site and access improvements required for operation, and issuance of certificates of occupancy or equivalent approvals sufficient to commence operation of the principal residential component.
Reversion Event	An event that causes early termination of the leasehold estate and reversion under the final transaction documents. Unless otherwise expressly limited in the final documents, Reversion Events may include uncured failure to timely commence or complete required development, abandonment, permanent cessation of the approved use, or other material defaults expressly designated as reversion-triggering after applicable notice, cure, and lender-recognition rights.

Permitted Transfer	A narrowly defined transfer, assignment, sublease, financing-related collateral assignment, internal restructuring, or change in control expressly allowed under the final transaction documents. A Permitted Transfer shall not include any transaction that substitutes, removes, or materially dilutes the control of the Selected Proposer, lead developer, controlling development principal, or required guarantor support before satisfaction of the Development-Continuity Milestones, except to the extent expressly approved by the City. After satisfaction of the Development-Continuity Milestones, a transfer, assignment, sale, recapitalization, or Change in Control may be approved only with the City's prior written consent, subject to the City's Transfer Participation rights, and conditioned on the proposed transferee's written assumption of applicable obligations and demonstration of financial, operational, and ownership qualifications reasonably acceptable to the City.
Transfer Participation	The City's negotiated right to share in economic value realized from approved direct or indirect transfers, assignments, recapitalizations, refinancing-related monetization, and similar transactions involving the leasehold estate or direct or indirect controlling interests.
Transfer Restrictions	No transfer of controlling interest shall occur without City approval.
Selected Proposer	The proposer chosen by the City for continued negotiations and potential execution of final transaction documents, subject to City approvals and completion of required conditions.
Public Benefit Matrix	The proposal component that identifies the proposer’s measurable public-value commitments and the duration, operational responsibility, and basic enforcement concept associated with those commitments.

Change in Control	A direct or indirect change in the power to direct management, policies, ownership, voting power, beneficial interests, or economic control of the Tenant, Selected Proposer, or other project controlling entity, whether by sale, transfer, merger, recapitalization, admission of new controlling investors, replacement of the lead developer or controlling development principal, or similar transaction. A Change in Control occurring after satisfaction of the Development-Continuity Milestones shall remain subject to the City's prior written consent and the City's Transfer Participation rights unless expressly excluded in the final transaction documents.
Controlling Interest	A direct or indirect ownership, voting, contractual, governance, management, or economic interest that conveys the power to direct or materially influence management, major decisions, development responsibility, or disposition rights, whether held by one person or acting in concert with others.
End-of-Term Delivery Condition	The City’s baseline expectation that, at expiration or reversion, the Project will be surrendered in safe, operable, structurally sound, weather-tight, code-compliant, professionally maintained condition, ordinary wear and approved lifecycle standards excepted, together with required transition cooperation and delivery of applicable records, plans, warranties, and contracts.

B. Public records and confidential information

This solicitation and proposals submitted in response to it are subject to Chapter 119, Florida Statutes, and other applicable law. Any claim of trade secret or exempt information must be specifically identified, legally supported, and submitted in both complete and redacted form as required by the City. The City will make disclosure determinations in accordance with Florida law.

C. Conflict of interest and ethics

Each proposer shall disclose any actual, potential, or perceived conflict of interest involving the City, project consultants, proposed team members, or affiliated entities. The duty to disclose is continuing through award and negotiation. The City reserves the right to determine whether a disclosed matter is disqualifying, curable, or manageable through mitigation.

D. Compliance with law

• The project and final transaction shall comply with applicable Florida law, including section 255.065, Florida Statutes, as applicable to solicited public-private partnerships.

• Proposers shall be responsible for compliance with all local, state, and federal laws applicable to their proposals and proposed development programs.

• Nothing in this ITN relieves a proposer from conducting its own legal, regulatory, and technical due diligence.

E. Assignment, transfer, and change in control

Changes in ownership, control, development-entity structure, lead developer identity, or guarantor structure occurring after proposal submission and before final award must be disclosed promptly to the City. Assignment, transfer, Permitted Transfer, Change in Control, Controlling Interest, and Transfer Participation concepts shall be interpreted consistently with Section 2, Section 4, the draft term sheet, and the draft land lease. No later section of this ITN or of the proposer's response should be interpreted to narrow those baseline concepts unless the City expressly approves such narrowing in the final transaction documents. The City may require continuity of the selected proposer's lead developer, controlling development principal, key guarantor support, and development entity through the Development-Continuity Milestones stated in the final transaction documents. After satisfaction of the Development-Continuity Milestones, any approved transfer, assignment, or Change in Control shall remain subject to the City's prior written consent, the City's Transfer Participation rights, and the other conditions stated in the final transaction documents.

F. City sovereignty and regulatory authority

Nothing in this ITN shall be construed as a waiver of the City's sovereign rights or regulatory authority. Issuance of this ITN does not constitute zoning approval, development approval, permitting approval, or a commitment by the City to grant any legislative or quasi-judicial action.

G. Proposal validity

Proposals shall remain valid for one hundred eighty (180) days after the due date unless extended by mutual written agreement.

H. Closing and construction security

Prior to closing and prior to commencement of vertical construction or other material improvements, the selected proposer shall deliver the credit support, insurance, guarantees, and construction security required by the final transaction documents in form and amount acceptable to the City.

4.2. Special Contract Provisions

A. Draft Term Sheet

This term sheet is intended to anchor negotiations in a public-purpose-driven framework while giving proposers and the City a disciplined base document from which to negotiate final transaction documents. It is not intended to eliminate the flexibility inherent in the ITN process.

Term	Draft position

Transaction Form	Long-term land lease and related development agreement for the development, financing, design, construction, operation, management, maintenance, and lifecycle reinvestment of the Project.
Premises	Approximately 10 acres of City-owned land identified in the ITN and final survey/legal description.
Landlord / Public Party	City of Doral.
Tenant / Private Party	Single-purpose or approved development entity controlled by the Selected Proposer, with parent and affiliate support as required. The City expects continuity of the identified lead developer, controlling development principal, and required guarantor support through the Development-Continuity Milestones stated in the final transaction documents.
Use	55+ residential component and complementary commercial component as approved in the final development program.
Lease Term	99 years term.
Base Rent	To be proposed by proposer; subject to negotiated commencement, periodic adjustment, and minimum protections after any approved ramp-up period.

Permitted Transfers	Permitted Transfers will be narrowly defined. Before satisfaction of the Development-Continuity Milestones in the final transaction documents, no transfer, assignment, replacement of the lead developer, or Change in Control will be permitted except for financing-related collateral assignments and other limited transfers expressly approved by the City. After satisfaction of the Development-Continuity Milestones, a transfer, assignment, sale, recapitalization, or Change in Control may be approved only with the City's prior written consent, subject to the City's Transfer Participation rights, and conditioned on the proposed transferee's written assumption of applicable obligations and demonstration of financial, operational, and ownership qualifications reasonably acceptable to the City.
Participation	Percentage of Gross Revenues, as defined in Section 4 and carried into the final transaction documents, with annual reporting, audit support, and negotiated timing mechanics.
Transfer Participation	City participation is expected for approved direct and indirect transfers, changes in control, recapitalizations, refinancing-related monetization, and similar value-realization events involving the leasehold estate or controlling interests, including approved sale events occurring after satisfaction of the Development-Continuity Milestones.
Security at Selection	$50,000 negotiation deposit and reimbursement agreement.
Reimbursement Cap	$100,000 cap on City third-party transaction costs unless otherwise approved.
Closing Deadline	Target of 90 days after written notice of selection, subject to City-approved extension.
Development Milestones	To include outside dates for approvals, commencement of design, site work, construction start, substantial completion, required operation milestones, and the Development-Continuity Milestones.

Entitlements	Private party responsible for pursuing approvals required by the approved development concept.
Financing	Leasehold financing only; no encumbrance of City fee interest.
Guaranties	Parent, completion, carry, environmental, restoration, and other guaranties as required by final transaction documents.
Construction Security	Lenders Form of required security, including but not limited to any Payment and performance bond, letter of credit, completion guaranty, or approved equivalent, etc.
Operating Standards	Project must be professionally operated, code compliant, safe, functional, and maintained consistently with comparable high-quality properties.
Reserves / Lifecycle	Reserve, testing protocol, capital plan, or equivalent reinvestment structure to support major repairs, replacements, and long-term asset quality.
Books and Records	Annual audited financial statements; City audit rights; support for rent verification and revenue participation.
Default / Remedies	Customary defaults, lender notice and cure rights, City remedies, and reversion protections.
Reversion	Upon expiration of the lease term or any Reversion Event, the leasehold estate terminates and the improvements vest in the City without compensation to tenant, subject only to permitted encumbrances approved by the City and release of non-permitted leasehold liens after applicable lender cure opportunities.
End-of-Term Standard	Project to be delivered in the End-of-Term Delivery Condition defined in Section 4, together with transition cooperation, assignment of transferable records and contracts, and compliance with final turnover procedures.

B. Draft Land Lease Form

The following draft form is intentionally more developed than a short exhibit. It is designed to reduce uncertainty, improve market confidence, and provide a disciplined basis for comments, exceptions, and negotiation. It is not a final executable agreement and is subject to additions, deletions, and material change(s) depending on the scope of the project. It is only intended to demonstrate an example of a Land Lease that the City will enter into with a proposer.

Article 1. Parties; Premises; Purpose

This Land Lease (the 'Lease') is entered into by and between the City of Doral, Florida, as landlord ('City'), and _____, a _____, as tenant ('Tenant'). The City leases to Tenant, and Tenant leases from the City, the premises described in the final legal description attached as an exhibit (the 'Premises'), together with such rights appurtenant thereto as are expressly granted in this Lease. The purpose of this Lease is to enable Tenant to finance, develop, construct, operate, manage, maintain, repair, replace, and reinvest in a 55+ residential and complementary commercial project approved by the City in accordance with this Lease and the other final transaction documents.

Article 2. Term

The term of this Lease shall be ninety-nine (99) years commencing on the Closing Date and expiring on the date that is exactly ninety-nine years, to the day form the execution date of this Lease unless sooner terminated in accordance with this Lease.

Article 3. Approved Project and Development Program

Tenant shall develop and operate on the Premises only the development program approved by the City under the final transaction documents, consisting of a 55+ residential component and a complementary commercial component, together with associated parking, amenities, infrastructure, landscaping, and related improvements.

Article 4. Conditions Precedent; Closing

Closing shall occur only after satisfaction of the conditions precedent identified in the final transaction documents, including approval of final legal descriptions, organizational documents, evidence of authority, title and survey matters, reimbursement agreement compliance, negotiation deposit delivery, approved financing documents if applicable, insurance, and such guarantees and security instruments as the City requires. If Closing does not occur by the Outside Closing Date, as extended if approved by the City, the City may terminate negotiations and exercise its rights with respect to the negotiation deposit and reimbursement agreement.

Article 5. Rent and Economic Participation

Tenant shall provide the form of Participation as set forth in the final transaction documents. Distributions and/or Gross Revenues shall have the meaning assigned in Section 4 of the ITN above and as carried forward into this Lease, subject to the final negotiated inclusions, exclusions, reporting mechanics, and audit provisions. The City shall also be entitled to the agreed Transfer Participation applicable to approved direct and indirect transfers, assignments, recapitalizations, refinancing-related monetization, and similar value-realization events involving the leasehold estate or direct or indirect controlling interests.

Article 6. Development Obligations and Milestones

Tenant shall diligently pursue entitlements, permits, financing, design, site preparation, and construction in accordance with the milestone schedule attached to this Lease. The final milestone schedule shall include outside dates for approvals, commencement of design, commencement of site work or demolition if applicable, commencement of construction, substantial completion, and achievement of required operation milestones. Unless otherwise expressly approved by the City in writing, the selected proposer's lead developer, controlling development principal, and required guarantor support shall remain in place through the Development-Continuity Milestones identified in the final transaction documents.

Article 7. Financing and Leasehold Encumbrances

Tenant may obtain financing secured solely by Tenant's leasehold estate and rights under this Lease, subject to the City's approval of financing documents, lender-recognition agreement, and collateral assignment provisions. No financing or encumbrance shall attach to or affect the City's fee simple interest. The City shall consider commercially reasonable lender notice, cure, step-in, and collateral assignment provisions customary for leasehold-financed transactions, provided such provisions do not impair the City's fee ownership, reversionary rights, or ability to enforce material defaults after applicable notice and cure periods.

Article 8. Construction Standards and Security

Tenant shall construct the Project in a first-class, professional, and code-compliant manner consistent with the approved plans and specifications. Before commencement of material construction, Tenant shall deliver the payment and performance bond, letter of credit, completion guaranty, or other approved construction security required by the final transaction documents, as required by the Lender to the Project.

Article 9. Operations, Maintenance, and Lifecycle Reinvestment

Tenant shall at all times operate, maintain, repair, replace, and manage the Project in a safe, clean, functional, code-compliant, and professionally managed condition consistent with comparable high-quality properties. Tenant shall implement the lifecycle reinvestment program required by the final transaction documents.

Article 10. Public Benefit Commitments

The specific public-benefit commitments accepted by the City from Tenant's proposal, as refined through negotiations, shall be attached to this Lease and shall be binding throughout the periods specified therein.

Article 11. Books, Records, Reporting, and Audit

Tenant shall maintain complete and accurate books and records relating to the Project and all amounts payable under this Lease. Tenant shall deliver annual audited financial statements for the Project, prepared in accordance with GAAP or another accounting standard approved by the City, together with required operating reports and rent statements. The City shall have reasonable rights to inspect books and records, review supporting documentation, and audit percentage-rent calculations. Underpayments above the negotiated threshold may require reimbursement of audit costs.

Article 12. Transfers; Assignments; Change of Control

Tenant shall not assign this Lease, transfer the leasehold estate, transfer direct or indirect Controlling Interests, undergo a Change in Control, replace the lead developer or controlling development principal, or sublease substantially all of the Premises without the City's prior written consent except for expressly approved

Permitted Transfers identified in this Lease. Prior to satisfaction of the Development-Continuity Milestones identified in the final transaction documents, such transactions shall be prohibited except for approved financing-related collateral assignments and other narrowly defined Permitted Transfers expressly accepted by the City. After satisfaction of the Development-Continuity Milestones, any proposed transfer, assignment, sale, recapitalization, or Change in Control may be considered only with the City's prior written consent and shall remain subject to the City's Transfer Participation rights and the other conditions stated in the final transaction documents. As conditions to consent, the City may require evidence of continued financial capacity, development experience, compliance history, continuing guaranty support, the proposed transferee's written assumption of applicable obligations, satisfaction of the City's Transfer Participation rights and transfer-fee provisions, and such other protections as the City determines are necessary to preserve continuity of project delivery and long-term operational quality.

Article 13. Insurance; Indemnity; Risk Allocation

Tenant shall maintain insurance required by the final transaction documents, including property, liability, builder's risk (during construction), workers' compensation, and such other coverages as the City reasonably requires, continuously throughout the entire term of the agreement (up to 99 years). Tenant’s insurance program shall reflect that Tenant bears primary responsibility for all risks associated with the Project, including development, design, construction, financing, operation, maintenance, market, and revenue. Tenant shall ensure that all coverage remains consistent with evolving industry standards and may periodically adjust limits of liability as reasonably required by the City based on market conditions or changes in project use. Tenant shall be responsible for all insurance deductibles and self-insured retentions (SIRs), which may be subject to City approval.

Tenant shall, at its sole cost and expense, procure, maintain, and keep in full force and effect throughout the term of the Agreement, including all renewal terms and any holdover period, the insurance coverages set forth herein, including but not limited to Commercial General Liability, Automobile Liability, Workers’ Compensation, Umbrella/Excess Liability, Builder’s Risk (during construction), and Property Insurance (during operations), in amounts and forms acceptable to the City. All insurance shall be placed with insurers authorized to do business in the State of Florida, having a minimum financial strength rating of A-, VII or better by A.M. Best. All policies shall name the City of Doral, its officials, officers, employees, and agents as Additional Insureds, applicable to ongoing and completed operations, and shall extend to the full limits of liability including umbrella/excess policies, evidenced by certificates of insurance and ISO forms CG 20 10 and CG 20 37, or their equivalents. All coverage shall be primary and non-contributory with respect to any insurance maintained by the City. Additionally, all policies shall be written on an occurrence form (except where claims-made is standard), include a waiver of subrogation in favor of the City, and provide thirty (30) days’ prior written notice of cancellation. The City reserves the right to require additional coverage or increased limits as reasonably necessary, reject insurers or coverage forms not meeting industry standards, and review and approve all insurance policies and endorsements.

Below is a sample of the minimum coverages and limits that may be required under this P3 project. All deviations from these minimum standards require prior written approval from the City. Insurance requirements set forth herein shall not limit Tenant’s liability under the Agreement or be construed as a waiver of Tenant’s obligations.

Coverage	Typical Limit	Coverage Considerations
CGL	$2M / $4M	• $2M per occurrence / $4M general aggregate (per proje • Coverage to include: Premises/Operations, Products/C • Requirement: No exclusion for residential or habitationa
Auto	$1M	• $1M Combined Single Limit (CSL) • Coverage to include: All owned, non-owned, and hired
Workers Comp	Statutory	• Add Employer's Liability: $1M each accident / $1M dise
Umbrella	$10M – $25M	• $10M – $25M per occurrence and aggregate. • **City may consider phased approach starting at $10 component is included and/or public access comm** • Coverage to Include: Employer's Liability. • Requirement: Shall be "following form" and shall not be policies. Coverage shall include primary and non-contri cancellation.
Builder's Risk (During Construction)	100% project value	• 100% of total completed project value • Coverage to Include: All-risk form, hard and soft costs, • Requirement: City named as Loss Payee.
Property Insurance (During Operations)	Full Replacement Value	• Coverage to Include: All-risk form, ordinance or law, eq • Requirement: City named as Loss Payee.
Professional Liability (Errors & Omissions)	$2M – $5M	• $5M per claim and aggregate. **Higher limit preferred f** • Coverage to Include: Design, architectural, engineering • Requirement: Coverage shall be maintained during des
Pollution	$1M – $5M	• $5M per claim and aggregate. **Higher limit preferred f** • May be satisfied through Contractor's Pollution Liability • Coverage to Include: on-site and off-site conditions, tra

Tenant shall demonstrate to the City that the completed project is insurable at commercially reasonable rates and free from material uninsured risks prior to expiration or termination of the agreement. Additionally, the City

may require from Tenant evidence of continued coverage, tail coverage for applicable claims-made policies, and documentation of capital reinvestment affecting insurability prior to agreement expiration or termination.

Article 14. Defaults and Remedies

Events of default shall include, without limitation, failure to pay rent, unauthorized transfer, abandonment, failure to maintain required insurance or security, uncured violation of material obligations, material misrepresentation, insolvency events as defined in the final transaction documents, and failure to meet mandatory development milestones after notice and applicable cure periods.

Article 15. Reversion

Upon expiration of the Lease term or occurrence of a Reversion Event, the leasehold estate shall terminate and all right, title, and interest in the Premises and improvements shall vest in and revert to the City without compensation to Tenant. Reversion shall occur subject only to permitted encumbrances expressly approved by the City and release of all non-permitted leasehold liens and encumbrances after applicable lender notice, cure, and step-in opportunities set forth in the final transaction documents.

At reversion or expiration, Tenant shall surrender the Project in the End-of-Term Delivery Condition and shall deliver such transition cooperation, books and records, plans, warranties, maintenance history, reserve records, service-contract information, keys, access credentials, and other transferable project materials as are required by the final transaction documents.

The final transaction documents shall define reversion implementation procedures, turnover timing, tenant decommissioning obligations if any, allocation of pre-reversion operating revenues and expenses, and the scope of required cooperation among Tenant, the City, and any recognized lender.

Article 16. City Inspection and Monitoring Rights

The City may inspect the Premises and improvements on reasonable notice to verify compliance with this Lease, applicable law, and reversion-related standards, provided such inspections shall not unreasonably interfere with operations.

Article 17. Miscellaneous

This Lease shall be governed by Florida law, and venue for disputes shall lie in Miami-Dade County, Florida. This Lease does not create a partnership or joint venture between the City and Tenant. This Lease may be amended only by written instrument approved by the City and Tenant. In the event of conflict between this Lease and any prior proposal language or other pre-execution communication, this Lease and the other final transaction documents shall control, and no such prior language shall be construed to narrow the City’s baseline ownership, reversion, consent, or Transfer Participation protections unless expressly restated in the final transaction documents.

Article 18. Quiet Enjoyment; No Merger

So long as Tenant is not in default beyond applicable notice and cure periods, Tenant may peaceably and quietly enjoy the leasehold estate for the purposes authorized by this Lease, subject to the City’s regulatory authority and inspection rights. The leasehold estate shall not merge with the City’s fee simple interest absent an express written instrument approved by the City.

Article 19. Casualty and Condemnation

If the Project or any material portion of the Premises is damaged by fire or other casualty, Tenant shall promptly notify the City and, except to the extent the final transaction documents expressly allow termination after a material casualty, Tenant shall diligently pursue restoration in accordance with the final transaction documents, approved plans, insurance requirements, and applicable law. Insurance proceeds shall be applied in the manner stated in the final transaction documents, subject to the City's rights as landlord and any approved lender-recognition arrangements. If all or a material portion of the Premises is taken by condemnation or transfer in lieu thereof, the parties' rights with respect to restoration, continuation, rent adjustment, condemnation proceeds, and any permitted termination shall be governed by the final transaction documents, provided that the City's fee ownership, public-purpose protections, and reversion rights remain preserved.

Article 20. Force Majeure

Force majeure relief, if recognized in the final transaction documents, shall be limited to delays caused by events beyond the reasonable control of the affected party and shall extend only those performance deadlines expressly identified in the final transaction documents. Force majeure shall not excuse the payment of rent or other monetary obligations except to the limited extent expressly stated in the final transaction documents, shall not create open-ended extensions inconsistent with the City's interest in timely development and enforceable milestone discipline, and shall remain subject to notice, mitigation, and documentation requirements.

Article 21. Notices; Estoppel; Further Assurances

All notices required under this Lease shall be in writing and delivered in the manner specified in the final transaction documents. Tenant shall, upon reasonable request, execute estoppel certificates, subordination or non-disturbance instruments if approved by the City, and other customary further-assurance documents necessary to confirm the status of this Lease, provided that no such instrument shall impair the City's fee ownership, public-purpose protections, Transfer Participation rights, or reversion rights except as expressly approved by the City in the final transaction documents.

Article 22. Independent Covenants; No Third-Party Partnership

The covenants of Tenant are independent. Nothing in this Lease shall be construed to create a partnership, joint venture, fiduciary relationship, or agency relationship between the City and Tenant or to grant rights to third parties except as expressly stated in the final transaction documents. No lender, subtenant, operator, manager, affiliate, or other participant shall acquire rights against the City except to the extent expressly granted in the final transaction documents or in a City-approved consent or recognition instrument.

Article 23. Survival; Records; Interpretation

Reporting, audit, indemnity, environmental, transfer-participation, books-and-records, dispute-resolution, and reversion-transition obligations shall survive expiration or earlier termination to the extent stated in the final transaction documents or required by their nature to be performed thereafter. This Lease shall be interpreted in a manner that preserves the City's sovereign authority, proprietary rights, public-purpose protections, and fee ownership, and any ambiguity concerning City consent, waiver, or relinquishment of rights shall be construed narrowly unless expressly stated otherwise in writing.

Article 24. Entire Agreement; Counterparts; Severability

This Lease, together with the other final transaction documents, shall constitute the entire agreement of the parties with respect to the Project and may be amended only by a written instrument approved by the City and Tenant. The final transaction documents may be executed in counterparts and by authorized electronic signature to the extent permitted by law. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law, provided that the City's fee ownership, public-purpose protections, Transfer Participation rights, and reversion rights shall not be deemed waived, impaired, or limited except by an express written provision approved by the City.

Illustrative exhibits to final lease

The final lease package is expected to include not only business exhibits, but also the principal diligence and turnover exhibits necessary to administer a long-term municipal ground lease with reasonable certainty.

• Exhibit A - Legal description and survey depiction of the premises.

• Exhibit B - Approved development program and site plan.

• Exhibit C - Milestone schedule.

• Exhibit D - Rent exhibit and economic participation schedule.

• Exhibit E - Public-benefit commitments.

• Exhibit F - Approved financing / lender-recognition form if applicable.

• Exhibit G - Insurance and security requirements.

• Exhibit H - Title, survey, and permitted-encumbrance schedule.

• Exhibit I - Environmental reference materials / environmental obligations exhibit if applicable.

5. GENERAL DEFINITIONS & SOLICITATION TERMS & CONDITIONS

5.1. General Terms and Conditions

5.1.1. Additional Terms and Conditions

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately ill transmittal letters, specifications, literature, price lists or warranties, it is under-stood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the proposer's acknowledgment form attests to this.

5.1.2. Attorney Fees

In connection with any litigation, mediation, or arbitration arising out of this lease agreement, each party shall be responsible for its own attorney fees through and including appellate litigation and any post-judgment proceedings.

5.1.3. Audit Rights and Records Retention

The Successful Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Proposer which are directly pertinent to the lease agreement, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the aforementioned records as per Florida Public Retention Law.

5.1.4. 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 Proposers. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Proposer(s) via email or through OpenGov. 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.

5.1.5. Collusion

Where two (2) or more related parties, as defined herein, each submit a Proposal to this Solicitation, such Proposals 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, who have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer , for the same Project. Proposals found to be collusive, or related as provided above, shall be rejected.

5.1.6. Compliance with Applicable Laws

Successful Proposer(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 Proposer(s) will in no way be a cause for relief from responsibility. Proposers must be legally authorized to transact business in the State of Florida.

If the Successful Proposer(s) observe that the Proposal or subsequent Contract is at variance with applicable laws, the Successful Proposer(s) will give the City prompt written notice thereof. If the Successful Proposer(s) perform knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Proposer(s) will bear all liability arising therefrom.

5.1.7. 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 Proposer(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 Proposer, 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 Proposer(s) regarding a particular Proposal during the time period between the opening of Proposals 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 Proposer shall render any award of this Solicitation to said Proposer voidable by the City Manager or Council.

5.1.8. Confidentiality – Florida Sunshine Act

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 not apply when disclosure is required by Florida law or upon a court order. By submitting a response, the Proposer acknowledges that materials submitted with the response and the results of the City's evaluation are open to public inspection upon proper request. The Proposer should take special note of this as it relates to proprietary information that may be included in their proposal.

5.1.9. 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 Proposer, specifications and plans prepared by the Successful Proposer, 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.

5.1.10. Contract Amendments

The Contract(s) that result from this Solicitation may not be modified except pursuant to a written amendment executed by both the City and the Successful Proposer, or their authorized successors or assigns.

5.1.11. Equal Employment Opportunity

The Proposer 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 Section701 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 Proposer has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

5.1.12. E-Verify

Section 448.095, Florida Statutes, 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. Section 448.095, Florida Statutes, 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 Section 448.095, Florida Statutes, 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.

5.1.13. 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 may, as a further sanction, 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.

5.1.14. Governing Law and Venue

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The Successful Proposer agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract shall take place in Miami-Dade County, Florida.

5.1.15. Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Proposers for the preparation of their Proposals 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.

5.1.16. Indemnification

The Successful Proposer 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 Proposer 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 Proposer shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Proposer 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 Proposer 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 Proposer or persons employed or utilized by the Successful Proposer. 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 Proposer 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 Proposer 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 Proposer in which the City participated either through review or concurrence of the Successful Proposer's actions. In reviewing, approving, or rejecting any submissions by the Successful Proposer or other acts of the Successful Proposer, the City in no way assumes or shares any responsibility or liability of the Successful Proposer or subcontracted entities under the Contract.

Successful Proposer warrants that there has been no violation of copyrights or patent rights in submitting their Proposal or providing the goods or services requested by this Solicitation. The Successful Proposer 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 Proposer 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 Proposer shall pay all damages and costs awarded against the City.

5.1.17. 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 Proposer, or to create any such relationship between the parties.

The Successful Proposer is an independent entity under the Contract. Services provided by the Successful Proposer shall be provided by employees of the Successful Proposer and subject to supervision by the Successful Proposer , 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 Proposer.

5.1.18. 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.

5.1.19. Preparation of Proposal

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Solicitation.

Proposals 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 Proposal being deemed non-responsive. The Proposer shall be considered non-responsive if its Proposal is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

5.1.20. 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 will 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 TO THIS REQUIREMENT.

5.1.21. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Proposal 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.

5.1.22. Public Records

This Solicitation and any Proposal or other information provided by Proposer 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"). Proposals are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Proposals, whichever occurs earlier.

By submitting a Proposal, Proposer(s) acknowledge that the Proposal, the materials submitted with the Proposal, 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. Proposer(s) should take special note of this as it relates to proprietary information that might be included in their Proposal.

In the event that a Proposer submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Proposer shall explicitly indicate the information that is exempt from public disclosure, shall provide reasons therefor, 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.

5.1.23. Right to Cancel or Reject Proposals

The City reserves the right to cancel this Solicitation or reject any and/or all Proposals or portions thereof, and to waive any technicalities or minor irregularities. Each Proposer 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 Proposals.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Proposal, 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 Proposer(s) but serves as a process to publicly and transparently select a service provider. However, the contents of the offered document, as well as the proposed documents and the Best and Final Offer (BAFO), may be used in support of the subsequent contract to be issued between the Proposer and the City. Furthermore, the City reserves the right to award without further discussion.

The City reserves the right to reject proposals that are:

- Not financeable under current market conditions
- Based on unrealistic assumptions
- Determined to be unbalanced or non-credible

5.1.24. Scrutinized Companies

Proposer 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. The contractor must submit the certification that is attached to this agreement. 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.

5.1.25. Submission of Proposals & Evaluations

Acknowledgment by Proposer: By submitting a Proposal, the Proposer certifies that they have fully read and understand the Solicitation, its competitive selection methodology, and have 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 waive minor irregularities in the submittals.

Postponement of Proposal Opening: The City reserves the right to postpone the date for receipt and opening of Proposal submissions and will make a reasonable effort to give at least three (3) calendar days' notice, whenever practicable, of any such postponement to prospective Proposers.

Proposals Binding: All Proposals submitted in connection with this Solicitation will constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Proposals: An alternate Proposal will not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations followed by question-and-answer sessions prior to award. The City will not be liable for any expenses incurred by the Proposer in connection with interviews or presentations (i.e., travel, accommodations, etc.).

Proprietary Responses: By submitting a Proposal, the Proposer acknowledges that the Proposal will become the property of the City and will not be returned to the Proposers. In the event of a Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

Negotiation Meetings with Finalists: The City may schedule negotiation meetings with finalists. These meetings are not open to the public but are scheduled with each specific finalist independently of the others. During these meetings, the City may request additional information, clarifications on what the Proposer is offering, or may request pricing adjustments based on modifications to the scope of work.

Best and Final Offer (BAFO) Submission: As a result of this ITN solicitation process, the City reserves the right to request a BAFO submission from all finalists. The Evaluation Committee will make the final award recommendation based on the submitted ITN response, subsequent meetings, including representation, question-and-answer sessions, negotiations, and the final BAFO submission.

5.1.26. Taxes

The cost of all applicable sales, use, and other taxes, including but not limited to property taxes, is the responsibility of the Successful Proposer.

5.1.27. Termination clause

The City Manager may terminate the Contract, in whole or in part, with prior written notice when it is in the best interests of the City.

The resulting land lease will include Termination for Convenience and Termination for Default clauses.

5.1.28. Waiver of Jury Trial

The City and the Successful Proposer 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.

5.1.29. Withdrawal of Proposal

A Proposer(s) may, without prejudice, withdraw, modify, or correct the Proposal 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 Proposal. The original Proposal, as modified by such writing, will be considered as the Proposal submitted by the Proposer(s). No oral modifications will be considered.

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

1. Date of Entity Formation*
*Response required

2. Entity Type*
☐ Corporation
☐ Partnership
☐ LLC
☐ Other
*Response required

3. Office Location*
*Response required

4. FEI/EIN Number*
*Response required

5. Authorized Representative*
Name and Title

*Response required

6. Upload full proposal*
*Response required

7. Proposer further warrants and represents that it has given the City written notice of all errors or discrepancies it has discovered in the solicitation.*
☐ Please confirm

*Response required

8. Proposer further warrants and represents*
This Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Submittal ; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

☐ Please confirm

*Response required

9. Communication - If information is different than what is provided in Vendor Profile:
Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Proposer

- Telephone Number
- Email Address
- Attention

10. 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, 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 the management of the entity.

☐ Please confirm

*Response required

11. Performance Evaluation Survey

Please download the below documents, forward to a minimum of 3 current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

- Doral_10.pdf

12. Proposer References*

Please download the below documents, complete, and upload.

- RESPONDENT_REFERENCES.docx

*Response required

13. Proposer Affidavits*

Please download the below documents, complete, and upload.

- RESPONDENT_AFFIDAVITS.docx

*Response required

14. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- CONFLICT_OF_INTEREST_DISCLO...

*Response required

15. Certificate of Authority*

Please download the below documents, complete, and upload.

- CERTIFICATE_OF_AUTHORITY.pdf

*Response required

16. AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*
Please download the below documents, complete, and upload.

- AFFIDAVIT_REGARDING_UNAUTHO...

*Response required

17. REQUIRED AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES*
Please download the below documents, complete, and upload.

- REQUIRED_AFFIDAVIT_REGARDIN...

*Response required

18. IRS Form W-9*
Completed Request for Taxpayer Identification Number and Certification

*Response required

19. Veteran Certified Business Certificate
If proposer is Veteran Certified, proposer may provide proof of Veteran Certification with their response.

20. Trade Secret*
Proposer must identify any trade secret being claimed. NOTE: Designation of the entire Proposal as “Trade ‘Secret’, ‘Proprietary’ or ‘Confidential’ is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. NOTE: Trade secret requests made after the Due Date and Time are not allowed. Proposer must submit purported trade secret information as follows:

- Shall cite, for each trade secret claimed, the Florida Statute number that supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as a trade secret.
- Provide a complete electronic copy of its proposal, clearly designated as “Original,” and that includes all items it has designated as trade secrets.
- Provide an additional electronic copy of its proposal that redacts all designated trade secrets, clearly marked as “ Redacted Copy”.

*Response required