



City of Doral

ITN No. 2024-05

Independent IT Audit

Addendum No. 2

Please note the following changes to the above-referenced solicitation (words underlined are additions):

Article 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

* * *

3.2 Qualifications & Experience

The City wishes to engage a firm that has significant experience and expertise in IT security, digital forensics, and penetration testing. The Awarded Proposer must have experience auditing IT infrastructure for public sector entities or within similarly complex and sensitive environments. The Awarded Proposer must also have the capacity to develop an IT audit work plan considering the City's budget constraints, priorities, and capacities. In the event the City engages the Awarded Proposer to conduct penetration testing of, or otherwise access, criminal justice information, such Awarded Proposer will be required to comply with all applicable FDLE Criminal Justice Information Services (CJIS) requirements.

The following questions were received. Answers are as indicated below.

1. Is government experience mandatory? Is similar experience with commercial clients acceptable?

Answer: Government entity and similar public sector experience is not mandatory but is highly preferred.

2. Data Handling: What specific procedures will be followed to handle and protect data during the digital forensic analysis?

Answer: Industry best practices will be used to handle and protect data. The proposer will ensure that it will not retain any city data after the engagement.

3. Analysis Tools: What digital forensic analysis tools and software does the City currently have, and are there any preferences for tools the proposer should use?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

4. Access Control: Can you detail the current access control system and its configuration for the City's network file shares?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is

exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

5. Change Management: How are changes to folder permissions currently tracked and managed within the City's IT infrastructure?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

6. Audit Trails: What kind of audit trails are available for access and permission changes since 2018?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

7. External Access: Are there any known instances of external access to the file shares, and how were they addressed?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

8. Documentation Standards: What standards does the City require for the documentation of digital forensic analysis findings?

Answer: Industry best practices for documenting findings during a security audit.

9. Security Framework Compliance: Which security frameworks (e.g., NIST, ISO) does the City adhere to, and how should the proposer ensure compliance during the audit?

Answer: NIST. The proposer will ensure that the city complies with NIST guidelines and highlight areas that do not follow those guidelines.

10. Prioritization of Components: Within the scope of work, are there components that the City prioritizes over others?

Answer: Yes. Critical areas will be discussed with the awarded proposer.

11. Access to Systems: Will the awarded proposer have unrestricted access to all necessary systems and data to perform the comprehensive audit?

Answer: The awarded proposer will work with the system owner to perform the audit. Unrestricted access will not be provided as this poses a security risk.

12. Post-Audit Support: Is there an expectation for ongoing support or consultation after the initial report is delivered?

Answer: Yes, the awarded proposer will work with the city to address any and all findings. Remediation recommendations will be provided after the engagement.

13. Incident Response: In the event that a breach is identified, what immediate actions does the City expect from the proposer?

Answer: If a legitimate breach is identified, the awarded proposer will notify the city immediately and will disengage from the security audit until the incident response procedures are completed and the city is no longer affected.

14. Format of Deliverables: Can the City provide guidance on the preferred format and detail level for the audit outcomes and recommendations report? How many IT policies and procedures need to be reviewed?

Answer: The awarded proposer will use industry best practices in formatting audit and recommendations reports.

15. How many systems do we need to review the access controls?

Answer: Access control and Folder Shares

16. On average how many users are per system?

Answer: All city employees.

17. Are access controls centralized or each system has its own access control mechanism?

Answer: Centralized.

18. Do you have folder's audit logs since 2018?

Answer: Some systems still have logs, others do not.

19. How big are the folder's audit logs in GB?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

20. Are the folders that need to be assessed still in use?

Answer: Yes

21. Are the elected official file shares in a Windows environment? If not specify.

Answer: Yes, Windows.

22. How big is the server/host that has the file shares?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

23. Is the server/host hosted on-premises or in the cloud? What type of file system is used for network shares (NFS, CIFS/SMB, etc.)?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

24. What mechanism has historically been utilized to control access to in-scope file shares (Active Directory, Novell, etc.)?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

25. The stated desire is to perform an access and administrative audit going back as far as 2018. Does the city have ALL access and administrative logs for the covered time period? If so, what types of logs exist (e.g. Windows Security Event Logs, syslog, etc.)?

Answer: We have some application logs available.

26. How many servers are involved in the file system audit?

Answer: One.

27. Section 3.3 includes the phrase "...will include, but not be limited to, the following components:" when referencing the scope of the engagement. How should bidders plan on pricing what appears to be an open-scope engagement? T&E?

Answer: This solicitation is an Invitation to Negotiate, which will involve the scoring of proposals in accordance with the proposer's qualifications and other criteria as set forth in Section 2.4 of the ITN. Negotiations on exact scope and pricing will take place thereafter. Please refer to Section 2.3 for additional information concerning the evaluation process.

28. Section 3.3 states that (30) top-level folders are in scope. How many sub-folders, total objects, etc. are expected within the targeted environment?

Answer: The exact number is not available at this time. Top-level folders each have about 5 to 10 folders, approximately.

29. Assuming that during the audit, log events will show access (proper or otherwise) by PAST employees and further assuming that the former employees' accounts have been removed, does the city have a mechanism to map the GUID within the log entry to a proper display name or is the expectation that the awardee provide this service?

Answer: The city will provide a proper display name. The awardee must have the capability to do so in the event that the city cannot.

30. Does the city have any mechanism in place to identify protected data beyond directory location (e.g. data tagging, etc.)?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

31. Since the answers to the above and other questions may have a significant impact on responses, we would like to request that the ITN due date be extended by 30 days.

Answer: The ITN has been extended as noted in Addendum No. 1.

32. Is government experience mandatory? We have similar experience with commercial clients, is that okay?

Answer: Please refer to the response to question 1 above.

33. Can the qualified proposer provide the services remotely, specifically outside of the United States but with a regional presence (LATAM)?

Answer: The awardee must be located within the United States.

34. Should it be 100% onsite?

Answer: The scope of work may be done remotely if necessary, from within the United States. The City reserves the right to require performance on site at its sole discretion.

35. Can a subsidiary or subcontractor be used to perform the services described herein?

Answer: The proposals submitted in connection with this ITN will be evaluated in substantial part based upon the qualifications of the proposer and its team. The services cannot be subcontracted.

36. Are permissions or policies for folders on shared files done locally on the servers, through the domain controller, or through a privileged access manager solution?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

37. In order to improve the city's security posture, should the offeror perform a security maturity assessment to validate the current security status of the entity?

Answer: The final scope will be as required by the City within the parameters set forth in Section 3.3 of the ITN.

38. Is it mandatory to have key personnel within the geographic area where the audit service is going to be executed or can they be remotely?

Answer: Please refer to the response to question 33 above.

39. Can we provide a list of similar audit, digital forensics and penetration testing projects within the last 5 years deployed but in other countries where the bidder provides cybersecurity services?

Answer: Similar projects from outside the United States may be submitted for review. However, the selected proposer must be within the United States. The audit must be conducted from within the United States.

40. Can you provide the approximate volume or number of shared file folders and/or file servers that the City currently has?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

41. 1) ¿Can you tell us the location of the infrastructure (Datacenters, Clouds, On premises)?
2) ¿Could you provide us with more information about the organization? For example quantity of number of sites current or give us a normal pattern of "the City" in terms of employees, technological resources, etc. in order to quantify more accurate the costs of the services. 3) ¿Can you provide us with the number of assets (PCs and servers) that will be part of the audit, penetration testing and digital forensics (DFIR) service? 4) ¿Should we consider incident response (IR) services to complement digital forensics? If yes, specify whether the service can be offered through a pool of annual hours (60, 100, 120, etc.) 5) Provide a list with the number and types of network devices, IP phones, security platforms, services, applications, etc. that allows us to appropriately size the audit, pentesting and DFIR services.

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

42. Can you indicate whether the penetration testing will be internal or external?

Answer: Internal and external testing.

43. How many URLs, Domains or Subdomains will be evaluated at each site? ¿Can the pentesting be done in a white, black and gray box? Or is it left to the free choice of the offeror? Should we include retesting? ¿How many Ethical Hacking (EH) exercises should be performed per year? If you answer is affirmative, Indicate frequency: Monthly, Quarterly, Biannual?¿Can you deliver us with a list of internal and external web applications?¿Are there legacy applications published facing the Internet? How many? ¿Do you have any platform or security control that are masking or protecting their published websites? For example WAF, DDoS, CDN, ADC, etc. Should we remediate and/or mitigate the vulnerabilities and breaches found in the penetration test? Or will City of Doral security personnel do it?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

44. 1) Could you indicate if the pentest evaluation will be carried out only in IT or should we cover other areas? For example: • Industrial systems (SCADA) • Custom Web Applications. • Mobile iOS/Android Applications. • Wi-Fi, Internal and Perimeter Networks. • Social Engineering Campaigns. • Among others Also indicate the size of the area (Small, Medium, Large) 2) To provide the ethical hacking service, should probes or virtual machines (VMs) be placed in the network to scan or launch simulations of attacks on the assets. ¿Can The City provision the VMs with the minimum technical specifications provided by the supplier or VMs must be considered by the offeror? 3) ¿Who will implement the modifications or new policies in the security controls? ¿Provider or City of Doral security personnel? 4) Indicate if the service should include any training or awareness program for the security staff 5) Specify or define the period in which this service must be executed. For example: max. 3 months

Answer: The City currently contemplates penetration testing evaluation will be carried out via Wi-Fi, Internal and perimeter networks. The City reserves the right to negotiate the final scope pursuant to the terms of the ITN.

45. Please list the location(s) of records and systems they are stored that could be used in providing the information requested in the RFP.

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

46. Please list the location(s) of records and systems they are stored that could be used in providing the information requested in the RFP.

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

47. For the Proposer's Experience section of the response, does City want vendors to include the required Proposer Qualification Statement or is City looking for something different here?

Answer: The Proposers are required to submit a proposal package in accordance with the proposal submittal instructions set forth in Section 2.2 of the ITN. The information provided in the Proposer Qualification Statement, which is a part of Exhibit A of the ITN and should be part 6 of the proposal package, should be consistent with the remainder of the proposal.

48. What is the size/staffing and structure of the City's IT department in all areas relevant to the ITN?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

49. What is the size and structure of the City's current internal audit team?

Answer: The requested information is sensitive in nature as it relates to the City's current security protocols and may pose a security risk if disclosed. As such, the information is exempt from public disclosure pursuant to Chapter 119, Florida Statutes. The City will work with the awarded proposer to provide and review this information once engaged.

50. Are the audit services fully funded or will any contract be contingent upon securing funding?

Answer: The contract amount and funding sources are to be determined and will be upon completion of the negotiations between the City and awarded proposer.

51. Will the City consider extending the due date to 03 April?

Answer: The deadline has been extended to the date set forth in Addendum No. 1.

52. Has City had this type of audit performed since the file structure was set up in 2018?

Answer: Similar audits have been performed.

53. Are there documented folder access policies, procedures, standards, and guidelines in place? If so, how many?

Answer: Yes. The City will work with the awarded proposer to provide and review this information once engaged.



City of Doral
ITN No. 2024-05
Independent IT Audit
Addendum No. 1

Please be advised that the deadline for submission has been extended as noted below:

SCHEDULE

Issuance/Advertisement Date:	Wednesday, March 6, 2024
Cut-off Date for Written Questions:	Tuesday, March 19, 2024
Deadline for Submittals and Date of Opening:	Wednesday, March 27, 2024, at 10:00 AM <u>Wednesday, April 10, 2024, at 10:00 AM</u> Due Electronically via DemandStar or Vendor Registry

CITY OF DORAL



Invitation to Negotiate

City of Doral Independent IT Audit Services

ITN No. 2024-05



**City of Doral
Invitation to Negotiate
Independent IT Audit Services
ITN No. 2024-05**

NOTICE: The City of Doral (“City”) hereby gives notice of its intent to seek proposals from interested and qualified vendors in response to this Invitation to Negotiate (“ITN”) to provide independent IT security auditing services, as more particularly described herein.

PROJECT OVERVIEW

The City invites proposals from qualified independent firms specializing in IT security audits, digital forensics, and penetration testing to conduct an analysis of the City’s IT security and access. The City intends to use the Proposals submitted in response to this ITN to rank order the Proposers according to the requirements of the solicitation and to then initiate contract negotiations with the top ranked Proposer.

SCHEDULE

Issuance/Advertisement Date:	Wednesday, March 6, 2024
Cut-off Date for Written Questions:	Tuesday, March 19, 2024, at 3:00 PM
Deadline for Submittals and Date of Opening:	Wednesday, March 27, 2024, at 10:00 AM Due Electronically via DemandStar or Vendor Registry

This ITN is not intended to be a comprehensive list of all work and materials necessary to supply the goods and/or services required. Each firm is responsible for determining all factors necessary for submission of a comprehensive response. The City will review submittals only from those firms that submit a Proposal that complies with all the minimum requirements set forth in this ITN.

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

This ITN is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this ITN must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**ITN 2024-05 Independent IT Audit Services**” in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral

Procurement Department webpage under "[Active Solicitations](#)", on [Vendor Registry](#), and on [Demand Star](#). To receive notifications of addenda or notices issued in connection with this ITN, interested parties must register on Vendor Registry or on Demand Star. The City reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, to solicit and re-advertise for bids and to make awards in the best interest of the City, as determined in its sole discretion.

Notwithstanding any language contained in the solicitation to the contrary, the City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this ITN. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT THE CITY DETERMINES IN ITS SOLE DISCRETION DEVIATE FROM MINIMUM / MANDATORY SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY.

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EXHIBITS

EXHIBIT A – REQUIRED SUBMISSION FORMS

EXHIBIT B – INSURANCE REQUIREMENTS

ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

“Authorized Representative” means the Department contact for interaction regarding contract administration.

“City” means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.

“Contract” means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.

“Department(s)” means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.

“Procurement Department” means the office responsible for handling procurement-related matters within the City.

“Respondent(s)”: means any person, individual, or entity submitting a response to this solicitation. The terms “Proposer” and “Bidder” are each interchangeable with “Respondent” and with each other and will be used as appropriate in the given context.

“Response(s)” means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms “Proposal” and “Bid” are each interchangeable with “Response” and with each other will be used as appropriate in the given context.

“Solicitation” means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms “Invitation to Bid”, “Request for Qualifications”, “Request for Proposals”, “Invitation to Negotiate”, and the like are each interchangeable with “Solicitation” in the given context.

“Successful Respondent(s)” means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City’s best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms “Successful Proposer”, “Successful Bidder”, “Consultant” or “Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

“Work” means the actual task (i.e., good and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

1.2 Cone Of Silence

This Solicitation shall be subject to the “Cone of Silence” which shall mean a prohibition on any communication regarding a Solicitation between potential Respondent(s) or their lobbyists or representatives and the City Council, City staff including, but not limited to, the City Manager and his or her staff, and any member of the City’s selection or evaluation committee, except as otherwise explicitly provided herein.

The Cone of Silence shall be imposed upon this Solicitation after the advertisement thereof and shall terminate upon the issuance of the City Manager’s recommendation to award. However, if the City Council refers the Manager’s recommendation back to the Manager or committee for further review, the Cone of Silence shall be re-imposed until such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Department, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of bidders/Respondent(s) regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City’s request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent shall render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Department.

Respondents are required to be familiar with any conditions that may, in any manner, affect the Work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding all conditions that may, in any manner, affect the Work to be performed under the Contract. By submission of a Response, it will be construed that the Respondent is acquainted sufficiently with the site(s) and work to be performed.

1.4 Clarifications and Addenda

Questions regarding this Solicitation shall be directed in writing by email to the Procurement Department at the email address specified in this Solicitation. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Vendor Registry and Demand Star. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Response

A Respondent(s) may, without prejudice, withdraw, modify, or correct the Response after it has been submitted to the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the deadline to submit the Response. The original Response as modified by such writing will be considered as the Response submitted by the Respondent(s). No oral modifications will be considered.

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

The City does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Response, which, in the sole judgment of the City, will best serve the needs and interests of the City. This issuance of this Solicitation itself does not in any way constitute a contractual agreement between the City and the Respondent(s) unless and until the City awards the Solicitation, obtains all required approvals, and executes a Contract in accordance herewith. Furthermore, the City reserves the right to award without further discussion.

The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated.

1.7 Protests

Protests of Solicitations and awards shall be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the requirements for filing shall NOT be accepted. Failure of a party to timely file shall constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation. Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and

conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that he/she has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of services to be performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

Acceptance/Rejection/Modification: The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the submittals.

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

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

Alternate Responses: An alternate Response shall not be considered or accepted by the City.

Interviews: The City reserves the right to conduct interviews or require presentations prior to award.

Samples: When required by this Solicitation, samples of any goods proposed to be provided by Successful Respondent must be furnished to the City free of charge. Materials or equipment for which samples are required shall not be used in work until approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample shall not be construed to change or modify any Contract requirements.

Inspections: The City, at its sole discretion, reserves the right to inspect Respondent's facilities or products, as applicable, to determine their capability of meeting the requirements for the Contract.

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

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

1.12 Identical (Tie) Responses

Responses that are evaluated as being equal with respect to price, quality, and service for the procurement of commodities or contractual services (sometimes referred to herein as "Tie Proposals"), received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process provided the Respondent complies with the requirements of Section 287.087, Florida Statutes. If still tied after application of the above preference, the earliest submitted will receive the higher rank.

1.13 Public Records

This Solicitation and any Responses or other information provided by Respondents in connection therewith, including but not limited to any subsequent Contract, shall be subject to the provisions of Chapter 119, Florida Statutes ("Public Records Law"). Responses are exempt from public disclosure until the City provides notice of an intended decision or until 30 days after opening the Responses, whichever occurs earlier.

By submitting a Response, Respondent(s) acknowledges that the Response, the materials submitted with the Response, the results of the City's evaluation and the subsequent Contract are open to public inspection upon proper request unless explicitly exempt under Florida law. Respondent(s) should take special note of this as it relates to proprietary information that might be included in its Response.

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public

disclosure and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral and Miami-Dade County Charter and Codes, and other laws/regulations, will be interpreted to include “as amended from time to time.”

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s). If the Successful Respondent(s) observes that the Response or subsequent Contract are at variance with applicable laws, Successful Respondent(s) will give the City prompt written notice thereof. If the Successful Respondent(s) performs knowing it to be contrary to such laws, ordinances, rules, and regulations, such Successful Respondent(s) will bear all liability arising wherefrom.

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alternation diminishes the City’s bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

1.17 Compliance with Occupational Health and Safety Act (OSHA) Standards

To the extent applicable, Respondent certifies that all materials, equipment, etc., contained in its Response meet all OSHA requirements. Respondent further certifies, that, if he/she is the Successful Respondent, and the materials, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Successful Respondent. Upon request, Contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

The Successful Respondent shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor OSHA, Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor must

submit the certification that is attached to this 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.

1.19 Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction may terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation.

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected. The City reserves the right to disqualify Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1.21 Respondent in Arrears or Default

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

pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

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

1.22 Conflict of Interest

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a Material Interest in the Respondent. "Material Interest" for purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

1.23 Assignment or Transfer

The Successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of its interest in the Solicitation or the subsequent Contract, including any or all of its right, title or interest therein, or its power to execute such Contract to any person, company or corporation without the prior written consent of the City at its sole and absolute discretion.

Further, in the event that the majority ownership or control of the Successful Respondent changes subsequent to the award of this Solicitation or Contract, Successful Respondent shall promptly notify City in writing of such change at least thirty (30) days prior to such change and the City shall have the right to terminate the contract, at City's sole discretion.

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in

the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software that have been delivered to and accepted by the City prior to termination. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination.

1.27 Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If the Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.28 Anti-Trust/Non-Exclusivity

At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional Contracts for the goods and/or services specified in this Solicitation, and to make use of other contracts for the purchase of these goods and/or services as may be available.

In case of a default by the Successful Respondent or failure of Successful Respondent to provide the goods and/or services indicated in the Contract, the City may procure the applicable goods and/or services from other sources and hold the Successful Respondent responsible for any excess costs incurred thereby, including, without limitation and as applicable, by retaining any amounts held by the City.

1.29 Quantities

The City does not guarantee or warranty as to the total amount that may or may not be purchased from any resultant Contract. Any quantities included are for bidding purposes only and may be used for tabulation. The City reserves the right to reasonably increase or decrease quantities as required.

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent which are directly pertinent to the Contract, for the purposes of audit, examination,

excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

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

1.33 Attorney Fees

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

1.34 Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent, and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Manager shall resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

1.35 Waiver of Jury Trial

The City and the Successful Respondent knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any dispute arising out of the Contract or the performance of the Work thereunder.

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint

venture between the City and Successful Respondent, or to create any other similar relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be by employees of the Successful Respondent and subject to supervision by the Successful Respondent, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Successful Respondent.

1.37 Severability

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at City's

option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

This indemnity will be interpreted under the laws of the State of Florida, including, without limitation, in a manner that conforms to the limitations of §768.28, §725.06 and/or §725.08, Florida Statutes, as applicable and as amended.

The Successful Respondent shall require all subconsultants and subcontractors' agreements to include a provision specifying that they will indemnify and hold harmless the City in the manner substantially set forth above.

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting their Response or providing the goods or services requested by this Solicitation. The Successful Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Successful Respondent shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent shall pay all damages and costs awarded against the City.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under

applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

Successful Respondent understands and agrees that time is of the essence in the completion and delivery of the goods and/or services to be provided in connection with the Solicitation and subsequent Contract.

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract. Time is of the essence in performance of the Work.

1.41 Delivery

The delivery of any all goods required by this Solicitation and resultant Contract shall be delivered F.O.B. Destination (i.e., at a specific City-designated address), and delivery costs and charges (if any) will be included in the quoted price. Exceptions shall be noted.

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract shall remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.42 Brand Names

Unless otherwise provided in this Solicitation, if a brand name, make, manufacturer trade name, or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City

that such name is included for the purpose of establishing a grade or quality of material only. Bidder may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

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

1.44 Conflicts and Order of Precedence

This Solicitation and Contract shall be read together to avoid any conflicts. However, in the event of a conflict or inconsistency between this Solicitation or any exhibit attached hereto, any document referred to herein, or any document incorporated into this Solicitation and Contract by reference, and a term, statement, requirement, the Response by Successful Respondent, specifications and plans prepared by the Successful Respondent, if applicable, or provision of the Contract the following order of precedence shall apply:

In the event of any conflicts between the Contract and Solicitation, the Contract, as may be amended, shall govern. Where there appears to be a conflict between the General Terms and Conditions, Special Terms and Conditions, the Technical Specifications, or any addendum issued, the order of precedence shall be the last addendum issued, the Technical Specifications, the Special Terms and Conditions, and then the General Terms and Conditions.

In the event of conflicts within the Contract, as amended the priorities stated below shall govern, as applicable:

- Scope of Work and Specifications shall govern over the Response, including without limitation any plans and drawings submitted thereby;
- Larger scale drawings shall govern over smaller;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall" is mandatory and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install", "install", and "provide" or words with similar meaning shall

be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

Miscellaneous items and accessories which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

1.46 Rights and Remedies

The duties and obligations imposed by this Solicitation and Contract and the rights and remedies available thereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Successful Respondent and those rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract.

1.47 Inspection of Project Records

The City shall have the right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Successful Respondent which relate in any way to the Contract, and to any claim for additional compensation made by Successful Respondent, and to conduct an audit of the financial and accounting records of Successful Respondent, which arise out of the Contract. Successful Respondent shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Contract and to any claim for a period of three (3) years following final completion of the underlying project at no cost to the City. During the implementation of the work contemplated under the Contract and the three (3) year period following final completion of the same, the Successful Respondent shall provide the City access to such books and records upon five (5) days written notice.

1.48 Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to

a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.49 Taxes

The prices proposed pursuant to the Contract, shall be inclusive of the cost of all applicable sales consumer, use, and other taxes for which the Respondent is liable.

1.50 Employees

The Successful Respondent shall be responsible for the appearance of any and all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed at all times). On-site personnel must be able to supply proper identification at all times.

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees and the City may require the Successful Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

The Contractor is required to comply with Section 448.095, Florida Statutes (E-Verify) and shall complete the E-Verify affidavit required as part of this Solicitation. The Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as otherwise provided by applicable laws.

1.51 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work.

The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which City

has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

The Successful Respondent shall be fully responsible for all acts and omissions of their subcontractors and/or suppliers and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by them.

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City' benefit.

Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.52 Extensions

The City reserves the right to automatically extend the Contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, negotiated and/or awarded. If the right is exercised, the City shall notify the Contractor, in writing, of its intent to extend the Contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City of Doral (“City”) invites proposals from qualified independent Proposers specializing in IT security audits, digital forensics, and penetration testing. Interested and qualified Proposers are welcome to submit proposals for the City’s consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement in the best interest of the City for the purpose noted herein.

The purpose of this ITN is ultimately to identify and engage a responsive and responsible Proposer to conduct a digital forensics analysis of the City’s IT security systems, with a focus on folder permissions within the City’s network file shares. This initiative comes in response to recent concerns that folders designated as private and restricted were improperly accessible due to permission inheritance issues. Through this ITN and resulting agreement, the City aims to conduct an analysis and evaluation of the City’s IT security systems to provide transparency, accountability, and to enhance our security posture.

2.2 Proposal Submittal Instructions

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

1. Cover Page: Show the name of Respondent’s agency/firm, date, and the subject: “Independent IT Audit Services ITN 2024-05.”
2. Table of Contents: Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested in any subsections or forms. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Letter of Transmittal: Provide a narrative summary of the Proposal in a brief and concise manner including an overview of the Proposer’s firm in relation to the project. The letter should not exceed one page in length.
4. Qualification Statement: The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the Proposer’s capacity to perform the services required herein and must include the following:
 - a. Organizational Chart – organizational chart depicting the relationship and reporting hierarchy for all firms, principals and key personnel involved in the proposal. The organizational chart should include the scope of responsibility for the prime proposer, its key personnel, and any subcontractor and its personnel.
 - b. Proposer’s Experience – Provide a listing of projects within the last 5 years where the Proposing entity has provided services similar to those described herein. The determination of similarity shall be solely at the City’s discretion. For each similar project, provide the following:
 - i. Project name and scope of services provided;
 - ii. Name of individuals that worked on the referenced project

- iii. Name of client;
 - iv. Client project manager and contact information; and
 - v. Term of the engagement.
- c. Project Team's Experience - Provide a one-page resume for each of the key personnel and proposed subcontractors, if any. Resumes should include experience pertaining directly to the scope of work contained herein.
5. Approach and Methodology: Submit a plan that identifies the major elements of the bidder's approach and methodology proposed to accomplish the desired goals of this solicitation as stated herein. The plan should be arranged in the following manner to facilitate review by the Evaluation Committee:
- a. Technical Approach: An outline of the vendor's technical approach to conducting the IT security audit, including the methodologies, tools, and techniques they will employ
 - b. Project Plan: A detailed project plan outlining the specific tasks, milestones, and timelines for completing the audit, including any dependencies or critical path items.
 - c. Risk Management: Identification of potential security risks that may arise during the audit and a plan for mitigating these risks to ensure the successful completion of the project.
 - d. Reporting: An overview of how progress will be reported, communication channels, and how feedback and issues will be addressed throughout the audit process.
6. Required Forms: Proposer shall complete and attach the forms included in Exhibit A.

2.3 Evaluation Process

The procedure for Proposal evaluation and selection is as follows:

1. Procurement staff shall preliminarily review the Proposals for compliance with the submission requirements of this ITN.
2. Phase I: Review by an Evaluation Committee ("Committee"), appointed by the City Manager, shall meet to evaluate each responsive Proposal in accordance with the requirements of this ITN. The Committee shall be composed of at least three (3) but no more than five (5) individuals. The Committee will rank the firms deemed the most highly qualified to perform the required services and may shortlist a certain number of top-ranked firms for Phase II evaluation.
3. Phase II: The Committee, at its option, may decide to hold brief presentations and interview sessions with all Proposers or with a certain number of shortlisted firms. If requested by the Committee, oral presentations and/or interview sessions will be scheduled with the firms. After such presentations and/or interview sessions, the Committee will reevaluate and rescore the Proposals, and may elect to not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only. Procurement staff will calculate the final score for each shortlisted firm and finalize the composite scores and ranking of the Committee. Procurement staff, on behalf of the Committee, will forward the Committee's recommendation to the City Manager.
4. After reviewing the Committee's recommendation, the City Manager may do any of the following, or a combination thereof: (i) approve and adopt the Committee's recommendation, (ii) reject the

Committee’s recommendation in whole or in part and provide Council with an alternative recommendation, (iii) require the Committee to re-evaluate, and/or (iv) reject all proposals.

5. The award and authority to negotiate with the Awarded Proposer(s) must be approved by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses. In no event shall the Awarded Proposer(s) have any rights under this solicitation or subsequent resolution approving the award unless and until a contract is negotiated and executed by the City with requisite authority.

The City reserves the right to negotiate with all responsive and responsible Respondents, serially or concurrently, to determine the best-suited solution. The ranking of Proposals indicates the perceived overall benefits of the proposed solution, but the City retains the discretion to negotiate with other qualified Proposers as deemed appropriate. The focus of the negotiations will be on achieving the solution that provides the best value to the City.

2.4 Evaluation Criteria

Proposals shall be evaluated the Committee according to the following criteria and respective weight:

Evaluation Criteria	Maximum Points
Qualifications, Experience, and Past Performance of Proposer	40 points
Qualifications, Experience, and Past Performance of Project Team	20 points
Approach and Methodology	40 points
TOTAL	100 points

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

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

2.5 References and Verification

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

2.6 Insurance Requirements

The awarded Proposer will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated Exhibit B. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance to meet the full value of the scope of services.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Intent

The City intends to enter into an agreement with a responsive and responsible Proposer to conduct a digital forensics analysis of the City's IT security systems, including a focus on folder permissions within the City's network file shares. Through this ITN and resulting agreement, the City aims to conduct an analysis and evaluation of the City's IT security systems to provide transparency, accountability, and to enhance our security posture.

3.2 Qualifications & Experience

The City wishes to engage a firm that has significant experience and expertise in IT security, digital forensics, and penetration testing. The Awarded Proposer must have experience auditing IT infrastructure for public sector entities or within similarly complex and sensitive environments. The Awarded Proposer must also have the capacity to develop an IT audit work plan considering the City's budget constraints, priorities, and capacities.

3.3 Scope of Work

The Awarded Proposer shall be required to prepare and execute a comprehensive report that audits and evaluates the City's IT security systems and summarizes the audit outcomes, including providing recommendations for security improvements, if any. The final scope shall be as negotiated between the City and Awarded Proposer pursuant to the terms of this ITN.

It is currently anticipated that the negotiated scope will include, but not be limited to, the following components:

- I. Review existing IT security policies and procedures for the organization, including an audit of existing access controls for various systems and data (network, folders, emails, telephone/VOIP, etc.), along with a review of the change management processes for each of these controls.
- II. Test compliance with such security access protocols by conducting a digital forensic audit and identify any breaches in protocols.
- III. Recommend changes to security access protocols and enhanced security to ensure compliance with such protocols.

As part of the steps identified above, the Awarded Propose shall:

- A. Perform a digital forensic analysis of elected official file shares (approximately 30 top-level folders), including:
 - o Examination of all permissions set on such folders since 2018.
 - o Analysis of creation dates for all such folders within the file share.
 - o Documentation of all instances when permissions were changed or occasions when security-related actions were logged since 2018.
 - o Review of access logs for folders by users who were not the designated mayor, council member, or staff.
 - o If possible, identify whether documents or data accessed by unauthorized internal or external users were copied, moved, uploaded, or downloaded.

- B. Prepare a detailed timeline of all instances of access, including the specified user, from January 1, 2018 through the present date, including the first and last recorded accesses, and further addressing the following:
- Specify when folders were created and what permissions were initially granted.
 - Identify all instances where changes were made in permissions for each folder within the file share, including identification of which changes in permissions were made.
 - Indicate all instances where elected officials or their staff accessed folders belonging to other council members.
 - Identify any instances of access by external (unauthorized) users.
- C. Identify other areas of concern.

3.4 Future Engagements

The City reserves the right to include additional security-related IT auditing services beyond the initial scope of work contemplated in Section 3.3 above, as may be needed in the City's sole and absolute discretion, pursuant to the contract ultimately entered into between the City and Awarded Proposer. The scope and pricing for such services shall be as negotiated between the City and Awarded Proposer consistent with the terms negotiated pursuant to the Contract entered into as a result of this ITN, if any.

Accordingly, the Awarded Proposer may be utilized for all other IT auditing services as may be needed by the City in its sole and absolute discretion and as negotiated between the Awarded Proposer and the City. These additional services may include, but are not limited to, audits for security, compliance, performance, data integrity, etc. Examples of potential additional audit services may include:

- Conduct IT security audits beyond the initial scope which may include additional analysis of physical and network access, security groups, and both external and internal penetration testing.
- Review and evaluation of wireless security access and evaluation of wireless access policies.
- Review and evaluation of mobile computing and teleworking.
- Review and evaluation of internal processing.
- Review and evaluation of procedures and policies for prevention of misuse of information processing.
- Review, testing and evaluation of any portion of the operations, equipment, procedures and policies not listed here, but are recommended by industry standards and the auditor.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

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

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

1. Solicitation Response Form
2. Proposer Qualification Statement
3. Bidder/Proposer Affidavits
 - Ownership Interests
 - Compliance with Foreign Entity Laws
 - E-Verify Program Affidavit
 - No Contingency Affidavit
 - Public Entity Crimes
 - Copeland “Anti-Kickback” Act Affidavit
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Business Entity
 - Bidder Certification
4. Certificate of Authority
5. Conflict of Interest Form

SOLICITATION RESPONSE FORM

**City of Doral ITN No. 2024-05
Independent IT Audit Services**

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

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

Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
 Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____

Check here If no Addenda were issued by the City.

4. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
5. Bidder/Proposer further warrants and represents that it has studied carefully all documentation and information provided to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information provided that pertains to the project or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

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

Bidder/Proposer: _____
Telephone: _____
Email Address: _____
Attention: _____

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

STATEMENT

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

SUBMITTED THIS _____ DAY OF _____, 2024.

Company Name: _____
Company Address: _____
Authorized Representative Signature: _____

PROPOSER QUALIFICATION STATEMENT

The Proposer’s response to this questionnaire will be utilized as part of the City’s evaluation to ensure that the Proposer meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION’S MINIMUM EXPERIENCE REQUIREMENTS IN THE FORM BELOW. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

Proposer			
Years in Business			
Years of Experience Providing Independent IT Audit Services			
Project No. 1			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 2			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 3			
Project Name:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner/Client Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

BIDDER/PROPOSER AFFIDAVITS

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

I, the undersigned affiant do swear and affirm that I am an authorized agent of the above-named business (“Bidder”) and authorized to make the following statements and certifications on Bidder’s behalf:

1. Ownership Disclosure

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

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

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

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

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest in any transactions or any compensation to be paid under or through any transactions between Bidder and City, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder.

Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to any transactions between Bidder and City, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or

proposals for goods or services to City. The term "Bidder," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

2. Public Entity Crimes

1. Bidder is familiar with and understands the provisions of Section 287.133, Florida Statutes
2. Bidder further understands that a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted Bidder list.
3. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (**INDICATE WHICH STATEMENT APPLIES.**)
 - _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order.)

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

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

4. Disability, Nondiscrimination, and Equal Employment Opportunity

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

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

6. E-Verify Program Affidavit

Affiant certifies the following:

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

7. No Contingency Affidavit

Affiant certifies the following:

- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and

Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.

- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

8. Copeland Anti-Kickback Affidavit

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

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

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

10. Drug Free Workplace Program

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

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

- e. Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
- f. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Select here if Not Applicable

11. Cone of Silence Certification

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

BIDDER AFFIRMATION

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

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ___ day of _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20____.

Secretary Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

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

[Notary Seal]

Notary Public for the State of _____

My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the _____ day of _____, _____, a resolution was duly passed and adopted authorizing _____ (Name) as _____ (Title) of the partnership to execute agreements on behalf of the partnership and provides that their execution thereof, attested by a partner, shall be the official act and deed of the partnership. I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner Signature: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

Notary Public for the State of _____
My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

Joint ventures must submit a joint venture agreement indicating that the person signing this Agreement is authorized to sign documents on behalf of the joint venture. If there is no joint venture agreement, each member of the joint venture must sign this Agreement and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

CONFLICT OF INTEREST DISCLOSURE

Business Name: _____

D.B.A.: _____ Federal I.D. No.: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below. If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below) _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not automatically disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:

Signature of Authorized Representative	Date	Printed Name of Authorized Representative

MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
 - Each Occurrence \$1,000,000
 - Policy Aggregate (Per job or project) \$1,000,000
- B. Endorsements Required
 - City of Doral listed as an additional insured.
 - Contingent & Contractual Liability
 - Waiver of Subrogation in favor of City

II. Professional Liability

- A. Limits of Liability \$1,000,000

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

- A. Limits of Liability
 - \$500,000 for bodily injury caused by an accident, each accident.
 - \$500,000 for bodily injury caused by disease, each employee.
 - \$500,000 for bodily injury caused by disease, policy limit.
- Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

IV. Cyber Liability

- A. Limits of Liability \$5,000,000
- B. Endorsements Required
 - City of Doral listed as an additional insured.
 - Contingent & Contractual Liability
 - Waiver of Subrogation in favor of City

Subcontractors' Compliance: It is the responsibility of the Vendor to ensure that all Subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the Vendor to provide such notice within 10 days of the change or cancellation.

Certificate Holder: City of Doral, Florida
8401 NW 53rd Terrace
Doral, FL 33166

Certificates/Evidence of Property Insurance forms must confirm insurance provisions required herein. Certificates shall include Agreement, Bid/Contract number, dates, and other identifying references.

Insurance Companies must be authorized to do business in the State of Florida and must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of AM Best’s Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor/Vendor’s interests or liabilities but are merely minimums.