



CITY OF DORAL

INVITATION TO BID (ITB) No. 2026-13

Government Center Electrical Update and EV Chargers' Installation

NOTICE IS HEREBY GIVEN that the City of Doral is soliciting Invitation to Bid from qualified contractors to submit their solicitation response for **Doral Government Center Electrical Update and EV Chargers' Installation**

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through [OpenGov](#) Interested parties must register with [OpenGov](#) to receive automatic notifications of addenda or notices related to this Solicitation.

Electronic responses will only be received online via [OpenGov](#).

Issuance/Advertisement Date	April 1, 2026
Cut-off Date for Written Questions	April 13, 2026, 5:00pm
Deadline for Submittals & Bid Opening	April 27, 2026, 2:00pm Microsoft Teams meeting Join: https://teams.microsoft.com/meet/293936200490?p=ERpP7GqS5tHbw5p9Vc Meeting ID: 293 936 200 490 Passcode: jm9ez9mQ

Attendance at the scheduled pre-bid meeting is **HIGHLY encouraged**. Attendees will be able to receive important information which will be discussed as it relates to this ITB procurement process.

This ITB procurement process is subject to the “Cone of Silence” as more particularly described in the solicitation. Accordingly, all questions regarding this ITB must be made in writing using the [OpenGov](#) platform.

Connie Diaz, MMC
City Clerk, City of Doral

CITY OF DORAL



Invitation to Bid

Doral Government Center Electrical Update and EV Chargers' Installation

Submission Due Date: Monday, April 27, 2026, at 2:00 pm

ITB No. 2026-13

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

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A - Public Notice - 2026-13 Site Visit

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- 1. GENERAL INFORMATION**
 - 1.1. General Instructions and Submittal Requirements**

- 1.1.1. Notice to Proposers**

NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek Bids from interested and qualified parties in response to this Invitation to Bid ("ITB") to provide the goods and services described herein. Bids must be received no later than the deadline date and time specified below.

- 1.1.2. Solicitation Overview**

The City of Doral is seeking Bids from a qualified Contractor to provide Doral Government Center Electrical Update and EV Chargers' Installation.

the Updating of the Electrical Infrastructure at the City of Doral Government Center and the Installation of Electric Vehicle Chargers.

Through the ITB process described herein, qualified Contractors interested in providing such goods and services to the City must prepare and submit a bid packet in accordance with the procedures and schedule of this ITB.

1.1.3. Procurement Schedule

All dates and times in this Solicitation may be changed by a written addendum issued by the City.

The City’s schedule for this ITB is as follows:

Issuance/Advertisement Date:	April 1, 2026
Cut-off Date for Written Questions:	April 13, 2026, 5:00pm
Deadline for Submittals & Bid Opening:	<p>April 27, 2026, 2:00pm</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/293936200490?p=ERpP7GqS5tHbw5p9Vc</p> <p>Meeting ID:</p> <p>293 936 200 490</p> <p>Passcode:</p> <p>jm9ez9mQ</p>

1.1.4. Cone of Silence Policy and Inquiries

This ITB is subject to the “Cone of Silence”. Accordingly, all questions and/or comments regarding this ITB must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference “**2026-13 Doral Government Center Electrical Update and EV Chargers’ Installation**” 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 a written addendum.

1.1.5. Method and Deadline for Submittal

Bids must be submitted electronically through the OpenGov Procurement Portal <https://procurement.opengov.com/portal/cityofdoral/projects/248824> by the date and time stated above. The responsibility for submitting a Bid before the stated time and date is solely and strictly that of the Bidder. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Bids, no matter the cause. Any submittals received after the due date and time specified will not be considered.

Solicitations and addenda or notices in connection therewith may be downloaded OpenGov. To receive notifications of addenda or notices issued in connection with this ITB, interested parties must register with OpenGov. 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.

The City reserves the right to accept any response 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 Bids, or to reject any or all Bids and to re-advertise for new Bids, in accordance with the applicable sections of the Florida Statutes, the City Charter and Code, and this ITB. Minor issues may be corrected at the City's discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

1.1.6. Identification of Subcontractors

Bidders shall list all proposed subcontractors in the appropriate portion of the Vendor Questionnaire. Contractor shall be responsible for the coordination of the trades, Subcontractors, materials and staff necessary to complete the Work.

1.1.7. Term of Contract & Renewal Options

The initial term of this contract will be from the date of execution until the Work is completed as required by the Notice to Proceed (NTP) found in the Draft Agreement and be completed by the date specified in the NTP unless amended or terminated as provided in the agreement.

1.1.8. Pricing

Should the Bidder be awarded a contract pursuant to this ITB, the prices provided in their Bid must remain fixed and unchanged throughout the duration of the contract. Nonetheless, the Bidder is permitted to propose incentives and discounts from the fixed price to the City at any point during the term of the contract.

The City reserves the right to negotiate reduced prices for any additional term(s) based on market trends or other relevant factors that may affect pricing. Furthermore, the City may adjust the pricing for these additional term(s) in response to decreases in the relevant pricing index.

1.1.9. Method of Ordering

Goods and services will be ordered via individual Purchase Order. Invoices must be submitted against each individual Purchase Order.

2. SCOPE OF WORK

2.1. Technical Specifications

2.1.1. Statement of Need/Objectives

The City of Doral, FL is seeking qualified contractors to provide comprehensive electrical updates and the installation of Electric Vehicle (EV) chargers at the Doral Government Center. The project aims to modernize the existing electrical infrastructure to support new technologies and enhance the sustainability of the facility by incorporating EV charging stations. The selected contractor will be responsible for all aspects of the project, including design, procurement, installation, testing, and commissioning.

Detailed Specifications:

Electrical Updates

- A. Provide Engineer sealed plans for construction and building department approval.
- B. Supply and install new main disconnect inside electrical room.
- C. Supply and install new main disconnect inside generator room at garage building.

- D. Supply and install new wiring from Electrical Room to FPL transformer pad.
- E. Supply and install new wiring from Electrical room to Generator room.
- F. Run feeder from generator room to Electrical room on the roof level.
- G. Supply and install new 277/480V panel board on IT room.
- H. Supply and install one new 150KVA 480-120/208V step down transformer in Electrical room.
- I. Supply and install new 120/208 3PH electrical panel in electrical room.

EV Chargers Installation

- A. Run feeds to 5 double EV chargers Level 2. (60A-208V 1PH). EV Chargers provided by the City.
- B. Run feeds to 1 single EV chargers level 3. (100A-480V 3PH). EV Charger provided by the City.
- C. Fire proofing of all penetrations.
- D. Install five double EV chargers Level 2.
- E. Install one EV charger Level 3.

Service Requirements

- A. Conduct a thorough site assessment to determine the optimal locations for electrical updates and EV charger installations.
- B. Develop a detailed project plan, including timelines, milestones, and resource allocation.
- C. Coordinate with City of Doral officials and other relevant stakeholders throughout the project.
- D. Obtain all necessary permits and approvals before commencing work.
- E. Provide regular progress reports to the City of Doral project manager.
- F. Ensure minimal disruption to the daily operations of the Doral Government Center during the project.
- G. Conduct comprehensive testing and commissioning of all installed systems.
- H. Provide training to City of Doral staff on the operation and maintenance of the new electrical systems and EV chargers.
- I. Offer a minimum one-year warranty on all materials and workmanship.

Delivery Requirements

- A. All materials and equipment must be delivered to the Doral Government Center, located at 8401 NW 53rd Terrace, Doral, FL 33166.
- B. Deliveries must be scheduled in advance and coordinated with the City of Doral project manager.
- C. All deliveries must include a detailed packing list and be inspected upon arrival for compliance with the order specifications.
- D. Any damaged or non-compliant materials must be replaced at no additional cost to the City of Doral.

- E. All work must be completed within 120 days from the date of contract award.

Standards and Compliance

- A. All electrical work must comply with the latest edition of the National Electrical Code (NEC).
- B. All materials and equipment must be UL-listed or equivalent.
- C. All installations must comply with local, state, and federal regulations, including ADA requirements.
- D. All EV chargers must meet the standards set by the Society of Automotive Engineers (SAE) for Level 2 charging.
- E. All work must be performed by licensed and certified electricians.

Project Closeout

- A. Conduct a final inspection with the City of Doral project manager to ensure all work meets the specified requirements.
- B. Provide a comprehensive project completion report, including as-built drawings, test results, and warranty documentation.
- C. Ensure all project documentation is submitted in both hard copy and digital formats.
- D. Conduct a final training session for City of Doral staff on the operation and maintenance of the new systems.

The City of Doral looks forward to working with a qualified contractor to successfully complete this important project, enhancing the functionality and sustainability of the Doral Government Center.

2.1.2. Qualifications

For Contractors to be considered, Contractors must submit with their bid evidence that they have sufficient experience and are qualified to satisfactorily perform the work required by this Solicitation, in the City's sole discretion.

- Evidence of the successful completion of at least **three (3) public entity** electrical / electrical renovation projects of similar or greater scope within the last five (5) years in which the proposer served as the primary contractor. Proposer must provide a list with the project title, project completion date, address, and the agency contact information where the work was performed.
- The following license is required to be active at the time of bid submittal: State of Florida DBPR Electrical Contractor License.
- Demonstrate that Contractor has sufficient personnel and financial resources to handle the proposed project workload in a timely and cost-effective manner as may be determined by subject matter expert staff upon review of the Contractor's qualifications.

- Demonstrate that they have offices within South Florida (Miami-Dade, Broward, and Palm-Beach County).

3. RESPONSE REQUIREMENTS

3.1. Required Forms & Certifications

Interested Respondents shall submit the following forms, including insertion of documents where specified. The following materials are considered essential and non-waivable for any response to this solicitation.

1. Submission Forms

The forms, found under the Vendor Questionnaire section, are inclusive of the following:

- Ownership Disclosure
- Public Entity Crimes
- Compliance with Foreign Entity Laws
- Disability Non-Discrimination & Equal Employment Opportunity
- Conformance with OSHA Standards
- E-Verify Program Affidavit
- No Contingency Affidavit
- Copeland “Anti-Kickback” Act Affidavit
- Non-Collusion Affidavit
- Drug Free Workplace Program
- Cone of Silence Certification
- Bidder Affirmation

1. Performance Evaluation Survey
2. Bidder References
3. Proposer Qualification Statement
4. List of Proposed Subcontractors
5. Bidder/Proposer Affidavits
6. Conflict of Interest Disclosure
7. Certificate of Authority
8. Affidavit regarding Unauthorized Aliens
9. Affidavit regarding the use of Coercion
10. Bid Price Sheet

2. B. Veteran Certified Certificate

a. Respondents must submit their Veteran Certified Business Certificate with their response.

Respondents are required to submit the following if checked.

Licenses

Florida State Issued DBPR Electrical Contractors License is required. Plans and Permits are included.

4. MINIMUM INSURANCE REQUIREMENTS

4.1. MINIMUM INSURANCE REQUIREMENTS

4.1.1. Commercial General Liability

Limits of Liability
Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

Endorsements Required
City of Doral listed as an additional insured

4.1.2. Business Automobile Liability

Limits of Liability
Bodily Injury & Property Damage Liability
Combined Single Limit
Any Auto/Owned Autos or Scheduled Autos
Including Hired and Non-Owned Autos

Any One Accident	\$1,000,000
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Endorsements Required
City of Doral listed as an additional insured

4.1.3. Workers Compensation

Statutory- State of Florida

Employer's Liability

Limits of Liability

Bodily Injury Caused by an Accident, Each Accident	\$1,000,000
Bodily Injury Caused by Disease, Each Employee	\$1,000,000
Bodily Injury Caused by Disease, Policy Limit	\$1,000,000

Workers Compensation insurance must be provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

4.1.4. Umbrella or Excess Liability Insurance

Can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

4.1.5. Subcontractors' Compliance

It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

At time of award, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

5. GENERAL DEFINITIONS & SOLICITATION TERMS & CONDITIONS

5.1. General Definitions

- A. “Authorized Representative” means the Department contact for interaction regarding contract administration.
- B. “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.
- C. “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.
- D. “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.

- E. "Procurement Division" means the office responsible for handling procurement-related matters within the City.
- F. "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.
- G. "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.
- H. "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 Proposals", "Request for Qualifications", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.
- I. "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", or "Contractor" are each interchangeable with "Successful Respondent" and will be used as appropriate in the given context.
- J. "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.

5.2. General Terms and Conditions

5.2.1. Addition/Deletion of Goods or Services

The City reserves the right to amend this contract to add or remove goods or services at its discretion. The awarded Respondent will be requested to provide price quotations for any additional goods or services. Should these quotations be deemed fair and reasonable by the City, the awarded Respondent will be granted the opportunity to supply these additional goods or services.

5.2.2. 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.

5.2.3. 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, the 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.

5.2.4. Attorney Fees

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

5.2.5. 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.

5.2.6. Basis of Award

Bids shall be evaluated on a unit price basis. Award of this Contract will be made to the lowest responsive and Responsible Bidder who bids on all items and whose Bid offers the lowest total project cost when all items are added in the aggregate as indicated in the Bid Price Sheet. Failure to bid on all items shall deem your Bid non-responsive. Additionally, the City shall give preference to a responsive and Responsible Bidder that is a certified veteran business enterprise in accordance with the provisions set forth in City Code Section 2-324(2)(a).

The City reserves the right to utilize any combination of the base bid, add alternates as they so desire to achieve the proper balance between the required improvements, desired improvements, and the City's available project budget. The City reserves the right to request per unit/each pricing of materials listed on the bid form for clarification or to purchase additional materials.

Award of this contract may be made to up to two (2) vendors, a primary and secondary, for each group of items. Award will be made to the lowest priced responsive, responsible respondents. The City reserves the right to award in any manner that the City determines to be in its best interest.

While the award may be made to multiple respondents to ensure availability, the primary respondent will be given the first opportunity to perform under this contract. Awarding multiple respondents is made for the convenience of the City and does not exempt the primary respondent from fulfilling its contractual obligations. Failure to perform as noted may result in the respondent being deemed in breach of contract. If applicable, the City may terminate the contract for default and charge the respondent re-procurement costs.

If the vendor fails to execute a contract or perform, the City may award the contract to the next lowest responsible and responsive bidder during the original bid process.

The City will open all submittals received before the stated deadline in a public forum and announce the names and bid amounts submitted. The city will then review and evaluate all submittals for bid compliance according to the requirements outlined in this ITB.

To be deemed responsive, the bids must meet or exceed this ITB's minimum requirements and provide all required forms. Respondents considered for an award must also be responsible. In awarding a contract to Respondent(s), the City reserves the right to consider such Respondent's price, responsiveness, and responsibility, including but not limited to its capacity to perform, such as a performance record, references, staffing, materials, experience, etc. The City, at its sole discretion, reserves the right to inspect Respondents'

facilities to determine their capability of meeting the requirements for the Contract. The City of Doral shall be the sole judge in determining the Respondent's qualifications and responsibilities.

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

5.2.7. Bid Security/Bond

Bidders shall be required to submit a Bid Bond equal to five percent (5%) of the base bid. Original Bid Bonds shall be submitted to and received by the City Clerk's Office in a sealed envelope referencing ITB 2026-13 no later than the submittal due date at:

City of Doral

City Clerk

8401 NW 53 Terrace

Doral, FL 33166

E-Bid Bonds are not an acceptable form of bond submittal, only Physical Bid Bonds will be accepted.

5.2.8. 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.

5.2.9. 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.

5.2.10. 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).

5.2.11. 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.

5.2.12. Clarifications and Addenda

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

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

5.2.13. 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, who 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.

5.2.14. 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 from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

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

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the

City determines that the alteration diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

5.2.15. Compliance with Occupational Health and Safety Act (OSHA) Standards

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 are subsequently found to be deficient in any OSHA requirement in effect on the date of use, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne solely by the Successful Respondent. Upon request, the 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 the conditions of the job site, including the 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 conform 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.

5.2.16. Cone of Silence

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

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

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City's Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency of Bidders/Respondent(s) regarding a particular Bid/Proposal during the time period between the opening of Bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;

- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

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

5.2.17. 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.

5.2.18. 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.

5.2.19. 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 scale drawings;
- 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.

5.2.20. Contract Amendments

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

5.2.21. Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "Shall", "must", "will" 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.

5.2.22. 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 the 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.

5.2.23. 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 will resolve the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties.

5.2.24. Employees

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

All employees of the Successful Respondent shall be considered to be at all times the sole employees of the Successful Respondent, under the Successful Respondent's sole direction, and not an employee or agent of the City. The Successful Respondent shall supply competent, suitably qualified, and capable employees, and the City may require the Successful Respondent to remove any employee it deems careless, incompetent,

insubordinate, or otherwise objectionable and whose presence on City property is not in the best interest of the City. The City shall not have any duty to implement or enforce such requirements.

Each employee of the Successful Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Card. The Successful Respondent agrees not to employ any person undergoing a sentence of imprisonment except as otherwise provided by applicable laws.

5.2.25. 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.

5.2.26. E-verify

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

5.2.27. Examination Prior to Submission

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

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

5.2.28. 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 on such extensions.

5.2.29. Fraud and Misrepresentation

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

5.2.30. 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.

5.2.31. Hiring Preference for Procured Projects

To the extent applicable, Successful Respondent shall comply with the provisions of City Code Section 2-325, providing a preference for Doral Businesses and Residents in Public Works and Improvements Contracts unless otherwise prohibited by applicable law or grant requirement.

5.2.32. 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 Bids"), 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.

5.2.33. 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.

5.2.34. 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.

The Successful Respondent agrees and recognizes that the City shall not be held liable for claims liabilities damages, losses or costs arising directly from Acts of God or Force Majeure events, which shall include floods, hurricanes, tornadoes, earthquakes, lightning, fires epidemics, pandemics, quarantine restrictions, usually severe weather conditions, acts of public enemies, war, blockade, riots, civil disturbances, freight embargoes, or other similar events beyond the reasonable control of the City.

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.

5.2.35. 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.

5.2.36. Insurance Requirements

Contractor shall maintain, at their sole expense and during the term of this agreement insurance requirements set forth in the Minimum Insurance Requirements section.

5.2.37. Licensing

Respondents must have the proper license(s) and certification(s) to perform the Work being requested. Successful Respondent must provide a copy of their occupational/business license and State registration at time of award. Failure to possess and maintain the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their bid submittal. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

5.2.38. 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 such relationship between the parties.

The Successful Respondent is an independent entity under the Contract. Services provided by the Successful Respondent shall be provided 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.

5.2.39. Notice

Whenever any provision of the Contract requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

5.2.40. Payment

The City, as a municipal corporation, is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

5.2.41. 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.

5.2.42. 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.

5.2.43. Protests

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

5.2.44. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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.

5.2.45. 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) acknowledge 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 their 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, shall provide reasons therefor, and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

5.2.46. Quantities

The City does not guarantee or warrant 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 will be used for tabulation and presentation. The City reserves the right to reasonably increase or decrease quantities as required.

5.2.47. 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 are in monetary arrears, in debt, or in default to the City at the time Bids are due.

5.2.48. 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.

5.2.49. 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.

5.2.50. 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. The contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

5.2.51. 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.

5.2.52. 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 the City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have a 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's benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including, without limitation, any payment to any such person, except as may otherwise be required by law.

5.2.53. Submission of Responses & Evaluations

Acknowledgment by Respondent: By submitting a Response, the Respondent certifies that they have fully read and understand the Solicitation and have full knowledge of the scope, nature, and quality of services to be

performed or goods to be provided. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation will be cause for rejection, as determined in the sole discretion of the City.

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

Postponement of 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 will constitute binding offers to the City for one hundred and eighty (180) calendar days after opening.

Alternate Responses: An alternate Response will 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 the 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 must 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 a Contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

5.2.54. Tariff Impact and Price Adjustments

The proposer shall include in their pricing all applicable duties, tariffs, and fees in effect at the time of submission. In the event of any new or increased tariffs, duties, or government-imposed fees that directly impact the cost of goods or services after the contract award, the awarded vendor may submit a written request for a price adjustment.

Such requests must:

- Clearly identify the specific tariff or duty change,
- Provide documentation from a credible source (e.g., U.S. Customs, Department of Commerce),
- Demonstrate the direct impact on the cost of the affected item(s),
- Be submitted at least 30 days prior to the proposed price change.

The City of Doral reserves the right to:

- Approve or deny any price adjustment requests,
- Request additional documentation,

- Negotiate revised pricing or alternative solutions.

No price increases due to tariff changes will be accepted without prior written approval.

5.2.55. Taxes

The cost of all applicable sales, use, and other taxes for which Respondent is liable under the Contract shall be included in the prices quoted provided by Respondent.

5.2.56. 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.

5.2.57. Termination for Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within thirty (30) 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.

5.2.58. 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 the performance of the Work.

5.2.59. 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.

5.2.60. 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.

6. VENDOR RESPONSE

6.1. Vendor Questionnaire

1. Performance Evaluation Survey*

Please download the below documents, complete, and upload.

- [Performance Evaluation Surv...](#)

*Response required

2. Date of Entity Formation*

*Response required

3. Entity Type*

- Corporation
- Partnership
- LLC
- Other

*Response required

4. Office Location*

*Response required

5. FEI/EIN Number*

*Response required

6. Authorized Representative*

Name and Title

*Response required

7. By clicking "Please confirm", the Respondent 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 Solicitation and in accordance with the terms and conditions of the Contract.*

- Please confirm

*Response required

8. By clicking "Please confirm", the Respondent 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. Respondent agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).

- Please confirm

9. By responding to this sealed Solicitation, the Respondent makes all representations required by the Solicitation and further warrants and represents that Respondent acknowledges that it has received and examined copies of the entire Solicitation documents, including all addenda.*

- Please confirm

*Response required

10. By clicking "Please confirm", the Respondent further warrants and represents that it has familiarized itself 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.*

Please confirm

*Response required

11. By clicking "Please confirm", the Respondent further warrants and represents *

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site 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 Respondent for such purposes.

Please confirm

*Response required

12. By clicking "Please confirm", the Respondent 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 Respondent.*

Please confirm

*Response required

13. By clicking "Please confirm", the Respondent further warrants and represents *

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

Please confirm

*Response required

14. By clicking "Please confirm", the Respondent understands that the quantities provided are only provided for proposal Submittal evaluation only. The actual quantities may be higher or lower than those in the proposal Submittal form.*

Please confirm

*Response required

15. By clicking "Please confirm", the Respondent understands and agrees that the Contract Price is a 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, supervision, and services necessary to provide a complete Project.*

Please confirm

*Response required

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

Please provide:

- Name of Bidder/Proposer
- Telephone Number
- Email Address
- Attention

17. Bidder References*

Please download the below documents, complete, and upload.

- [BIDDER_REFERENCES.pdf](#)

*Response required

18. Qualification Statement*

Please download the below documents, complete, and upload.

- [PROPOSER_QUALIFICATION_STAT...](#)

*Response required

19. Added Value

Detail any additional information that showcases the vendor's ability to meet or exceed the specifications outlined in this scope of work.

Maximum response length: 400 characters

20. List of Proposed Subcontractors*

Please download the below documents, complete, and upload.

- [LIST_OF_PROPOSED_SUBCONTRAC...](#)

*Response required

21. Respondent Affidavits*

Please download the below documents, complete, and upload.

- [RESPONDENT_AFFIDAVITS.pdf](#)

*Response required

22. Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST_DISCLO...](#)

*Response required

23. Certificate of Authority*

Please download the below documents, complete, and upload.

- [CERTIFICATE OF AUTHORITY 20...](#)

*Response required

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

Please download the below documents, complete, and upload.

- [AFFIDAVIT REGARDING UNAUTHO...](#)

*Response required

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

Please download the below documents, complete, and upload.

- [REQUIRED AFFIDAVIT REGARDIN...](#)

*Response required

26. Federal Provisions for Federally Funded Agreements*

Please download the below documents, complete, and upload.

- [Federal Grant Provisions IT...](#)

*Response required

27. IRS Form W-9*

*Response required

28. 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 the management of the entity.

Please confirm

*Response required

29. Optional Supporting Documentation (Confidential Submission)

Bidders may upload any supporting statements or documentation relevant to their proposal. If submitted, these documents will be treated as confidential and used solely for evaluation purposes in accordance with applicable public records laws.

30. State of Florida DBPR Electrical Contractor License*

Upload State of Florida DBPR Electrical Contractor License and any relevant licenses or certifications when responding to solicitations.

*Response required

31. Bid Submission Packet*

Bid Submission Packet should include and requirements listed in Response Requirements section. Include a Table of Contents which should follow in sequential order the sections and documents specified herein,

including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

6.2. Bid Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
1	Engineer sealed plans for construction and BD approval	Each	1		
3	Obtained FPL equipment access	Each	1		
3	Supply and install new disconnect in main GC electrical room	Each	1		
4	Supply and install new main disconnect inside generator room at garage building	Each	1		
5	Supply and install new wiring from Electrical Room to FPL transformer pad	Each	1		
6	Supply and install new wiring from Electrical room to Generator room	Each	1		
7	Run feeder from generator room to Electrical room on the roof level	Each	1		
8	Supply and install new 277/480V panel board in garage electrical room	Each	1		
9	Supply and install one new 150KVA 480-120/208V step down transformer in garage Electrical room	Each	1		
10	Run feeds to 5 double EV chargers Level 2. (60A-208V 1PH). EV Chargers provided by the City	Each	1		
11	Run feeds to 1 single EV chargers level 3. (100A-480V 3PH). EV Charger provided by the City	Each	5		
12	Fire proofing of all penetrations	Each	1		

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Total
13	Install five double EV chargers Level 2	Each	1		
14	Install one EV charger Level 3	Each	1		
TOTAL					