

CITY OF DORAL



Invitation to Negotiate AI-Powered Chatbot Solution for the City of Doral

ITN Bid Submission Date: September 24, 2025 at 2:00pm

ITN No. 2025-20

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



City of Doral
Invitation to Negotiate for
AI-Powered Chatbot Solution for the City of Doral
ITN No. 2025-20

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

PROJECT OVERVIEW

The City of Doral (the "City") is seeking proposals from qualified vendors to implement an AI-powered chatbot solution designed to enhance user engagement and streamline access to city services via the City's official website. This chatbot will help citizens by providing accurate and timely responses to frequently asked questions (FAQs), guiding users through common processes, and improving operational efficiency and customer experience. The solution must be bilingual (English and Spanish), capable of scraping information from the City's website, and ensure secure integration with the City's existing technologies.

While the City does not currently have a Customer Relationship Management (CRM) system in place, the City is open to either integrating the chatbot with a third-party CRM system or considering an integrated CRM solution offered by the vendor.

The City expects the chatbot to be scalable, easy to manage, and offer robust analytics through Microsoft Power BI dashboards.

TIMELINE

Issuance/Advertisement Date:

August 21, 2025

Thursday, September 4, 2025 at 10:00am

Pre-Proposal Conference is scheduled
as a remote meeting via Microsoft Teams

**ITN Pre-Proposal
Conference**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 245 805 630 772 1

Passcode: qx6ti9QC

**Cut-off Date for Written
Questions:**

September 12, 2025, at 5:00pm

Wednesday, September 24, 2025 at 2:00 PM

Due Electronically via
DemandStar

**Deadline for submitting ITN
Bid Responses**

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 290 669 721 732 1

Passcode: Dc7qm2fh

**Public Evaluation
Committee Meeting Phase I:**

**TBD – Meeting will be scheduled at a later date. Advertisement
for the meeting will be provided with sufficient time so anyone
in the public can attend.**

**Presentation, Q&A and
Demos Phase II (Closed to
the Public):**

**TBD – Meetings will be scheduled at a later date. Advertisement
for the meetings will be provided with sufficient time so that
invited proposers may attend the meetings.**

Negotiation Meetings –

**TBD – Meetings will be scheduled at a later date. Advertisement
for the meetings will be provided with sufficient time so that
invited proposers can attend.**

INSTRUCTIONS

Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> by **Wednesday, September 24, 2025 at 2:00pm**. 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 2025-20 - AI-Powered Chatbot Solution for the City of Doral”** in the subject line. No phone calls will be accepted in reference to this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection therewith may be downloaded from the City of Doral Procurement Division webpage under **“Active Solicitations”**, and on Demand Star. To receive notifications of addenda or notices issued in connection with this ITN, interested parties must register 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 DEVIATE FROM MINIMUM / MANDATORY SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. **MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/BIDDER.**

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Section 1.0 – GENERAL TERMS AND CONDITION

1.1 DEFINITIONS

- (i) **We/Us/Our/City**
These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.
- Procurement Division and Asset Management Department**
The Division responsible for handling procurement-related issues within the City.
- Departments/facilities**
The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought.
- Authorized Representative**
The user Department's Contacts for interaction regarding contract administration.
- (ii) **You/Your**
The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Bidder will have different obligations than "you" as a Successful Bidder will have upon awarding of this contract.
- Proposer/Respondent/Bidder**
Any business entity submitting a response to this solicitation.
- Successful Proposer/Respondent/Bidder**
The Bidder whose response to this solicitation is deemed to be the most advantageous to the City. A Bidder will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITN and a Notice of Commencement will be issued.
- (iii) **Bid**
The written, sealed document submitted by the Bidder according to the Bid's instructions. A response to this Bid shall not include any verbal interactions with the City apart from a submittal of a formal written submittal.
- Invitation to Negotiate (ITN)**
Formal public procurement competitive process whereby the city solicits proposals from qualified and experienced firms to submit responses. The ITN selection process is utilized to rank proposers, shortlist and invite proposers to presentations and Q&A sessions, request a Best and Final Offer (BAFO) and determine a final recommendation of the award of the ITN.

1.2 CLARIFICATION

Questions regarding this ITN shall be directed in writing by email, to the City Procurement and Asset Management Director Mr. Roman Martinez, MPA, CPPO, CPPB at procurement@cityofdoral.com. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders via issue Addendums.

- (i) **Written Addenda**
If it becomes evident that this ITN must be amended, we will issue a formal written addendum to all registered prospective Bidders on Demandstar via email notification form each of the systems. Addendum(s) may also be uploaded to the City's Procurement webpage If necessary, a new Bid opening date may be established by addendum.

1.3 COST OF PREPARATION OF THE ITN RESPONSE

The City will not be responsible for any expenses incurred by the Bidders for the preparation of the ITN bid response, or for conduct of any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Bidder/proposer must thoroughly review each section of this ITN. If there is any uncertainty or ambiguity regarding the meaning of any part of these conditions—including the minimum requirements to be met by the respondent—the Bidder may request clarification in writing from the Procurement and Asset Management Department at procurement@cityofdoral.com.

Interpretations or clarifications in response to such questions will be issued in the form of written addenda, which will be uploaded to Demandstar, and the City of Doral's website under the Procurement section. No person is authorized to provide oral interpretations of, or make oral changes to, the ITN solicitation document. The issuance of a written addendum is the only official method for providing such interpretations or clarifications.

All requirements related to responsiveness to this ITN are contained within this solicitation document. In the event of any discrepancy between information found in DemandStar and the requirements stated in this ITN document, the requirements in this ITN document shall prevail.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Negotiate will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID

A Bidder may, without prejudice, withdraw, modify, or correct the submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the scheduled time for opening Bids. The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Bidder. No oral bid modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Negotiate (ITN) itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder but serves as a process to publicly and transparently select the service provider. However, the contents of the offered document, as well as the proposed documents and the Best and Final Offer (BAFO) may be used in support to the subsequent agreement to be issued between the Bidder and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Bidders may incur preparing and submitting their ITN proposal as a result of this invitation to submit the ITN.

- (ii) **Interviews**
The City reserves the right to conduct personal interviews or require presentations followed by question and answers sessions prior to selection. The City will not be liable for any costs incurred by the Bidder in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).
- (iii) **Negotiation Meetings with Finalist**
The city may schedule negotiation meetings with finalists. These meetings are not open to the public but are scheduled with each specific finalist independent from each other. During these meetings the city may request additional information, clarifications to what the proposer is offering or may request pricing adjustments based on modifications to sq. footage or reduction or modification to scope of work at each of the city's facility locations
- (iv) **Request for Modifications**
As a result of this ITN procurement process, the City reserves the right to request that the Bidder(s)/Proposer(s) modify its proposal/bid to more fully meet the needs of the City.
- (v) **Best and Final Offer (BAFO) Submission**
As a result of this ITN procurement process, the City reserves the right to request a "Best and Final Offer: (BAFO) submission from all finalists of this ITN competitive process. BAFO's will be reviewed, and the Evaluation Committee will make its final award recommendation based on the submitted ITN, subsequent meetings including representation, Q&A session, negotiation and final BAFO submission.
- (vi) **Bid Acknowledgment**
By submitting a bid in response to this ITN, the Bidder certifies that he/she has fully read and understands the bid, its competitive selection methodology and has full knowledge of the scope, requirements, nature, and quality of work to be performed.
- (vii) **Acceptance/Rejection/Modification to ITN Bids**
The City reserves the right to negotiate modifications to bids that it deems acceptable as a result of this ITN procurement process, reject any and all bids, and to waive minor irregularities in the submittals.
- (viii) **Bid Submittals Binding**
All ITN bids submitted shall be binding for One Hundred and Eighty (180) calendar days following opening.
- (ix) **Alternate Bids**
No alternate bid(s) will not be considered or accepted by the City.
- (x) **Bid Bond**
There is no Bid Bond required for this project.
- (xi) **Performance and Payment Bonds**
No Performance or Payment Bonds are required for this ITN.
- (xii) **Economy of Preparation**
Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders' ability to fulfill the requirements of the ITN.
- (xiii) **Proprietary Information**
In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that the Invitation to Negotiate (ITN) and the responses from proposers are in the public domain. However, the Bidders are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure and **MUST cite specifically the applicable exempting law per State of Florida Statutes.**

All bids received from Bidders in response to this Invitation to Negotiate (ITN) will become the property of the City of Doral and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITN and subsequent contracting including, but not limited to:

- **Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**
- **Occupational, Safety and Health Act (OSHA)**
- **The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**
- **Environment Protection Agency (EPA)**
- **Uniform Commercial Code (Florida Statutes, Chapter 672)**
- **American with Disabilities Act of 1990, as amended**
- **National Institute of Occupational Safety Hazards (NIOSH)**
- **National Forest Products Association (NFPA)**
- **State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**
- **U.S. Department of Transportation**
- **City of Doral, City Ordinance No. 2004-03**
- **Cone of Silence, City Provision Code**
- **The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**
- **Affidavit Regarding Unauthorized Aliens Under 448.085, Florida Statutes (E-Verify)**
- **Required Affidavit Regarding the Use of Coercion for Labor and Services**

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction 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 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 or Vendor, 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 Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or 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 or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor 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 or Vendor 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. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

1.11 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of the City's "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular formal solicitation such as this ITN, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed on this ITN after the advertisement of said ITN.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Site Visits;
- (3) Oral presentations before selection or evaluation committees;
- (4) Negotiation Meetings;
- (5) Public presentations made to the City Council during any duly noticed public meeting;
- (6) written communications regarding a particular competitive bid (ITB / RFP / RFQ / ITN), or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such competitive bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers 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;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITN;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are 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 particular bidder or proposer shall render any ITN award or other competitive selection Bid process award to said bidder or proposer voidable by the City Council and/or City Manager.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City of Doral evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Bidder, the City Manager shall give written notice to the Awarded Bidder stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Bidder shall be the responsibility of the Awarded Bidder. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Bidder. In the event that such property is destroyed or declared a total loss, the Awarded Bidder shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.16 TERMINATION FOR DEFAULT

If the Awarded Bidder defaults in its performance under this Contract and does not cure the default within 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 of Doral. In such event, the Awarded Bidder 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 Awarded Bidder was not in default or (2) the Awarded Bidder'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 of Doral.

1.17 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 of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Bidder will be compensated in accordance with an agreed upon adjustment of cost. 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.

1.18 CONFIDENTIALITY

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

1.19 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.20 AUDIT RIGHTS AND RECORDS RETENTION

The Awarded Bidder agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of

audit, examination, excerpts, and transcriptions. The Awarded Bidder shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

1.21 CAPITAL EXPENDITURES

Awarded Bidder understands that any capital expenditures that the Awarded Bidder makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Bidder must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Bidder. If Awarded Bidder has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.22 GOVERNING LAW AND VENUE

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

1.23 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

1.24 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder, or to create any other similar relationship between the parties.

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Bidder will include, but not be limited to, the following terms and conditions:

- A. The Awarded Bidder shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.
- B. The Awarded Bidder(s) 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. Awarded Bidder 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 Awarded Bidder shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Bidder and the City, that the completion time as specified in Awarded Bidder's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

Proposer/Bidder shall provide an acknowledgement response as to this section in their proposal response to the ITN.

END OF SECTION 1.0

2.0. PROJECT SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract, through open, competitive bidding selection process with a vendor that is qualified, responsive and responsible in providing an AI-Powered Chabot solution for the City of Doral.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSER

To be considered, proposing firm must meet the following criteria:

- **Proven Experience:** Experience implementing AI-powered chatbots, particularly in public sector or municipal settings.
- **Integration Expertise:** Ability to integrate the chatbot with existing systems, such as CRM, permitting software, IVR systems, and social media channels.
- **Security Best Practices:** Knowledge of data privacy laws and best practices for securing sensitive government information.
- **Multilingual Deployment:** Demonstrated ability to implement multilingual chatbot solutions, especially in complex government environments.
- **Customer Support:** Availability of ongoing customer support, troubleshooting, and system updates post-implementation.

2.2 SPECIFIC QUALIFICATIONS / TEAM EXPERIENCE

Proposer is to provide detailed information as to their proposed team members. Information of each proposed team member should include their qualifications, proposed assignment for this ITN, years of experience providing AI Chatbot solutions, accomplishments, and years of employment with the proposer. Please provide an Organizational Chart with all the team members and their proposed assignments.

2.3 ITN PRE-PROPOSAL CONFERENCE

The ITN Pre-Bid Meeting scheduled for this ITN is highly encouraged to be attended. The City's Procurement Department with assistance of the city's departmental stakeholders will have important information to share that will be of interest to those prospective proposers of this ITN. In addition, city staff will be able to provide answers to questions from prospective proposers related to this ITN and its scope of work.

Schedule ITN Pre-Proposal Meeting via Microsoft Teams:

Thursday, September 4, 2025 at 10:00am

Pre-Proposal Conference is scheduled as a remote meeting via Microsoft Teams

Microsoft Teams [Need help?](#)

[**Join the meeting now**](#)

Meeting ID: 245 805 630 772 1

Passcode: qx6ti9QC

2.4 TERM OF CONTRACT

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

It is preferable by the city to have a three (3) year initial agreement with two option one-year renewals. Upon completion of the option year renewals, in the best interest of the city, the city may opt to negotiate additional option years or may opt to issue a new bid solicitation. It is anticipated that through this ITN procurement process the city may secure a solution for the city for utilization for many years to come. Contract periods will be discussed during the negotiation phased of this ITN. The city will negotiate its best terms in the best interest of the city.

2.5 EVALUATION AND SELECTION PROCESS OF THE ITN

Phase 1 - Responsive ITN proposals received by the City will be provided to the Evaluation Committee that will be responsible to review and rank all ITN proposals received by the City. The Evaluation Committee will convene in a public meeting whereby they will discuss, evaluate and rank the responsive proposals. The committee may shortlist the responders based on ranked score or may opt to select all proposers to advance to the 2nd Phase whereby presentation and question and answers sessions and demos will be scheduled with each invited proposer.

Phase 2 - The Evaluation Committee will convene in meetings with the invited proposers that were selected as part of Phase 1. These meetings are closed door meetings with each proposer. During this phase the Evaluation Committee will receive the sealed pricing information that will be submitted by each proposer. These meetings are not open to the public. Each proposer invited may provide presentations of the ITN and the qualifications of the team that will be providing the proposed AI Chabot application solution to the city. During this phase proposer(s) may be asked to provide demo of the proposed solution. After each presentation/demo there will be a question and answers session whereby the committee may request clarification or additional information from the proposer. At the conclusion of this phase, the Committee may score the proposers, may opt to shortlist the proposers or may invite all the proposers to the next phase of the ITN process, negotiations.

Phase 3 – Representatives from the Evaluation Committee and other assigned City staff such as the Procurement Director, CFO and other Subject Matter Experts may be selected to meet with the finalist in order to discuss the financial proposal for the services. There is no scoring or ranking during Phase 3. Discussions with the shortlisted proposer may include proposed pricing structure, staff assignments, scheduled milestones and deliverables, etc. The meeting will provide the opportunity for the city and proposer to be able to discuss not only the price of the services but any added value that will ultimately allow the city the ability to request the Best and Final Offer (BAFO) from each finalist.

Phase 4 – During this last phase of the ITN process the Procurement Department will request from each finalists to submit their Best and Final Offer (BAFO). The Procurement Department will schedule a date and time for the BAFO submission.

The submitted BAFOs will be reviewed and if questions related to the BAFO's are required, Procurement will address those questions with the finalists. Once all questions have been answered and any clarifications have been completed a final public Evaluation Committee Meeting will be scheduled.

The Evaluation Committee will meet for final time to review the BAFO from each finalist. The Committee has latitude as to how they will determine the recommended awarded finalists. They may utilize the attached Final Phase scoring criteria attached to this section or they may elect another method to determine a final ranking that will assist with the final recommendation of award.

2.6 EVALUATION CRITERIA

The following Evaluation Criteria will be utilized by the Evaluation Committee to assist with the ranking of proposals of this ITN selection process.

Phase 1

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Experience & Qualifications	The vendor's history and success in similar projects, particularly in the public sector.	25
2. Technical Solution	How well the proposed chatbot meets the functional and technical requirements outlined in the RFP.	20
3. Implementation Plan	A clear and feasible timeline, with milestones that ensures minimal disruption to City operations.	15
4. Solution Capabilities: <ul style="list-style-type: none">• Accessibility:• Linguistic Capabilities:• Multi-Channel Integration:	<p>Vendor's ability to ensure data privacy, security, and compliance with relevant regulations.</p> <p>The vendor's approach to multilingual support, including language models and translation accuracy.</p> <p>The chatbot's ability to integrate with IVR systems and social media channels.</p>	15
5. Security & Compliance:	Vendor's ability to ensure data privacy, security, and compliance with relevant regulations.	15
6. Performance Evaluations/Surveys (References)	Proposers Performance Evaluation Surveys submitted on their behalf by their clients	10

Phase 2

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Experience & Qualifications of the proposer and staff	Proposer's company and staff in experience in providing the required solution and services under this ITN.	20
2. Technical Solution	Ability of the proposer to demonstrate how their proposed chatbot meets the functional and technical requirements outlined in the RFP.	15
3. Implementation Plan	Clarity in explaining and outlining the implementation plan including their proposed timeline, milestones and their proposed plan to minimize any disruption to the city's daily operations.	10
4. Solution Capabilities: <ul style="list-style-type: none">• Accessibility:• Linguistic Capabilities:• Multi-Channel Integration:	<p>Proposer's ability to ensure data privacy, security, and compliance with relevant regulations.</p> <p>The proposer's approach to multilingual support, including language models and translation accuracy.</p> <p>The proposer's proposed chatbot's ability to integrate with IVR systems and social media channels.</p>	15
5. Security & Compliance:	Proposer's ability to ensure data privacy, security, and compliance with relevant regulations.	10
6. Cost & Value:	The total cost of the solution, including implementation, licensing, integration, and ongoing support, as well as the overall value relative to the City's needs.	25

Phase 3

Phase 3 of the ITN has no scoring methodology, this phase will entail scheduled meetings with the finalists to discuss the following:

- Pricing
- Scheduling
- Implementation
- Support Services
- Training Services
- Added Value Enhancements
- Additional items, as required

Phase 4 – Final

Evaluation Criteria		
Criteria	Description	Maximum Points
1. Revised Cost Proposal (BAFO)	Any updates to pricing after negotiations or clarifications (BAFO). Assess for cost-effectiveness.	30
2. Demonstrated Understanding of Scope	Clarity in understanding the City's needs and unique challenges based on BAFO narrative.	20
3. Implementation; ability to stay on schedule and methodology to meet all the milestones and deliverables	Ability to demonstrate that the proposer can provide the implementation of the solution with the least amount of disruption to the city	20
4. Operational Readiness and Support	Ability to start on time, schedule the milestones, provide training and support as required	20
5. Value-Added Enhancements	Extra offerings, technology, reporting, or efficiencies, enhancements that will add value to the proposed services	10

2.7 INQUIRIES

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 Roman Martinez, Procurement Department Director at procurement@cityofdoral.com. All inquiries must reference **“ITN 2025-20 - AI-Powered Chatbot Solution for the City of Doral”** in the subject line. No phone calls will be accepted. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum. The deadline for written questions is **September 12, 2025 by 5:00pm**.

2.8 DUE DATE

Proposals are due no later than the date and time specified in the introduction of this Solicitation. Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> by **September 24, 2025 at 2:00pm**. Please allow sufficient time to upload your bid solicitation and plan for any troubleshooting issue. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. The city is not responsible for any delayed, lost, late, misdelivered, or non-delivered Proposals, no matter the cause. Any submittals received after the due date and time specified will not be considered.

2.9 PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must complete and submit the following documents:

- Exhibit A – Required Submission Forms
- Exhibit B – Provide the Minimum Insurance Requirements
- Exhibit C – Sample Agreement (Just for review)

2.10 EXCEPTIONS

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

2.11 REFERENCES AND VERIFICATION

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

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

2.12 INSURANCE REQUIREMENT

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

The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract or extension hereunder is in effect.

The city of Doral shall be added as "Additional Insured" in the COI submitted to the city.

2.13 PARTICIPATION IN PURCHASING POOLS: VENDOR'S PARTICIPATION IN OMNIA, TIPS, SOURCEWELL, NASPO OR STATE OF FLORIDA CONTRACT.

Although this ITN is a standalone competitive bid process selection, any proposer that has a cooperative agreement (OMNIA, NASPO or other) or a State of Florida Contract may offer their best pricing structure based on those cooperative or State contracts.

2.14 UTILIZATION OF THIS ITN AND SUBSEQUENT CONTRACT ISSUANCE BY OTHER GOVERNMENTAL ENTITIES

This Invitation to Negotiate (ITN) and the resulting contract issued by the City of Doral may be utilized by other governmental entities. Prior authorization must be obtained from the contract provider before piggybacking on this ITN and agreement.

The pricing structure may vary for each governmental entity that chooses to utilize this ITN and agreement. Additionally, each entity may negotiate its own terms and conditions.

The City of Doral shall not be held liable or legally bound by any contract entered into between the service provider and another governmental entity. Each entity utilizing this agreement must execute a separate agreement with the service provider.

[END OF SECTION]

3.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The selected vendor will be responsible for designing, deploying, and maintaining the following:

1. AI-Powered Chatbot Development:

- **Natural Language Processing (NLP):** The chatbot must use NLP to understand and respond to citizen queries in conversational language. It should be capable of accurately identifying the context and providing precise answers.
- **Bilingual Support:** The chatbot must operate fluently in both English and Spanish, accommodating the diverse population of Doral.
- **Content Scraping:** The chatbot should be able to scrape the City's website daily to pull the latest data, ensuring that answers are current and accurate.
- **Sentiment Analysis:** The chatbot should incorporate sentiment analysis to adjust responses based on emotional cues and user tone.
- **Customizable Workflows:** The solution should include customizable workflows for tasks such as scheduling appointments, submitting service requests, and handling FAQs.

2. CRM Integration (Optional):

- **CRM System Integration:** If the City decides to implement a CRM solution, the chatbot must be capable of integrating with it, ensuring seamless data flow between systems. The City is open to either:
 - **Third-Party CRM Integration:** Integrating with an existing CRM solution (e.g., Salesforce, Microsoft Dynamics).
 - **Integrated CRM Offering:** A CRM that is part of the proposed chatbot system. Vendors offering integrated CRM solutions should outline how this would work and provide details on its capabilities.
- **User Data Capture:** The chatbot should be able to capture and store user information with proper consent, and update records in the CRM to enable personalized follow-up communications and service delivery.

3. Security & Privacy:

- **Data Privacy:** The system must comply with all local, state, and federal data protection regulations. Sensitive data, including personal identifying information (PII), must be securely encrypted and stored.
- **Audit & Access Control:** The chatbot should log all interactions, especially when accessing sensitive records, with a clear audit trail for accountability.

4. Self-Management & Updates:

- **Content Management Interface:** The solution must include an easy-to-use interface for City staff to update content, workflows, and FAQs without requiring technical expertise.
- **Daily Scraping:** The chatbot must scrape and refresh data from the City's website daily to ensure that answers remain relevant and up-to-date.
- **Announcements & Alerts:** The system should allow for timely announcements, such as system upgrades, office closures, or important city events, to be pushed to users.

5. Integration with Microsoft Power BI:

- **Analytics:** The chatbot must be capable of providing performance data that can be integrated with Microsoft Power BI dashboards for reporting and analysis. Key metrics to be tracked include user satisfaction, task completion, and response accuracy.

6. Performance Monitoring:

- **Dashboard & Reporting:** Provide a dashboard for tracking the chatbot's performance, including task completion rates, user satisfaction, and other key performance indicators (KPIs). Integration with Microsoft Power BI is required for advanced analytics and reporting.

User Feedback: A built-in feedback mechanism that allows users to rate their experience, supporting continuous optimization.

3.2 ADDITIONAL KEY REQUIREMENTS

1. Accessibility:

- The chatbot must be fully accessible and comply with web accessibility standards (WCAG 2.1) to ensure usability for individuals with disabilities. This includes compatibility with screen readers, magnifiers, and other assistive technologies.

2. Multi-URL Support:

- The chatbot must be capable of functioning across multiple URLs. For example, the City of Doral website (cityofdoral.com) and Doral Police Department site (doralpd.com) should both be supported.

3. Large Language Model (LLM):

- The vendor must specify which LLM (e.g., GPT, BERT, etc.) the chatbot will use.
- Can the City choose the LLM, or is there a default?
- What is the backup option in case the primary LLM is unavailable?

4. Text/SMS Capabilities (Optional):

- SMS Functionality Integration: If the City chooses to enable text messaging capabilities, the chatbot must support integration with SMS platforms to allow communication with users via text. The City is open to either:
 - Third-Party SMS Integration: Integrating with an existing SMS service provider (e.g., Twilio, Plivo).
 - Built-In SMS Functionality: SMS capabilities that are part of the proposed chatbot platform. Vendors offering integrated SMS features should describe how this would function and include details on configuration, message delivery, and tracking.
- User Engagement via SMS: The chatbot should support sending notifications, reminders, or updates via text message, and be able to capture user responses or interactions, with appropriate consent, for recordkeeping or follow-up actions.

5. Document Parsing:

- The chatbot should have the ability to read and interpret embedded documents such as PDFs, DOCX files, and SharePoint files. It should be able to extract relevant information from these documents in response to user queries.

6. Integration with IVR (Interactive Voice Response) and Social Channels:

- The chatbot should be able to integrate with IVR systems to ensure continuity across voice and text interactions.
- It should also support integration with popular social media channels such as Instagram, Facebook, and WhatsApp to engage users on those platforms as well.

7. Participation in Purchasing Pools:

- Vendors should indicate whether they participate in any public sector purchasing programs such as Omnia, Carasoft, or NASPO, which may provide procurement advantages.

3.3 COST PROPOSAL

Proposer is to provide a breakdown of the AI-Chabot application solution for the City of Doral.

Please refer to the next page in this document.

Cost Breakdown		
Component	Description	Cost (USD)
1. Base Software License	Subscription to AI chatbot platform (e.g., OpenAI API, Dialogflow, Rasa)	
2. Implementation Services	Customization, integration with existing systems (CRM, website, etc.)	
3. Training	End-user & admin training (virtual or onsite)	
4. Support & Maintenance	Ongoing technical support, updates, incident response (Tier 1 & 2)	
5. Optional Add-ons	Multilingual support, voice-to-text, analytics dashboard	

Item 1 - Base Software License

Item 2 - Implementation Services

Item 3 - Training

Item 4 - Support & Maintenance

Item 5 - Optional Add-ons

4. SUBMISSION INSTRUCTION AND REQUIRE SUBMITTAL 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.

4.1 SUBMISSION INSTRUCTIONS

Please submit the following as part of your proposal:

- **Executive Summary:** A brief overview of your company, experience, and proposed solution.
- **Technical Proposal:** A detailed description of the proposed solution, including features, workflows, integration with Power BI, CRM, permitting systems, IVR, social channels, and accessibility.
- **Implementation Plan:** A timeline that includes key milestones, training, and support.
- **Cost Proposal:** A detailed cost breakdown, including pricing methodology (per seat, population-based, etc.), licensing, integration costs, and post-implementation support.
- **Case Studies or References:** Examples of similar work performed for government clients, especially those involving multilingual functionality, integrations with multiple systems, and accessibility.
- **Security & Compliance Documentation:** An outline of how the solution complies with relevant data protection regulations.
- **Text/SMS and Document Parsing Capabilities:** Details on how the solution handles text messaging and document parsing. The required forms are attached to this Solicitation as Exhibits A and B, and are inclusive of the following:

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

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

10. Required Affidavit Regarding the Use of Coercion for Labor and Services
11. W-Submission of W-9 Form

Exhibit “B” – Minimum Insurance Requirements

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

Exhibit “C” – SAMPLE AGREEMENT

- Sample Agreement

EXHIBIT A



CITY OF DORAL PROCUREMENT PERFORMANCE EVALUATION SURVEY

ITN No. 2025-20

AI-Powered Chatbot Solution for the City of Doral

From:		To: PROCUREMENT DIRECTOR
Company:		Deadline: September 25, 2025 by 5pm
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725, X 4006
Email:		Email: roman.martinez@cityofdoral.com
Subject:	Reference for work completed regarding: AI Chabot Solution for the City of Doral	

Additional Details:

You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:

The City of Doral is soliciting Invitation to Negotiate proposals from qualified and experienced firms to provide AI-Powered Chatbot Solution for the City of Doral

Company you are providing a reference for: _____

	Indicate:	"YES" or "NO"
1. Did the AI chatbot meet your business needs?		
2. Was it easy to customize the chatbot for your specific use cases?		
3. Does your AI chatbot integrate well with your existing systems (CRM, help desk, etc.)?		
4. Was the vendor flexible and collaborative during the rollout/implementation?		
5. Where all work tasks completed on time based on the original established timeline?		
6. Does the chatbot handle multiple languages or channels (e.g., web, social, SMS)?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, overall service, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		

Please provide any additional comments pertinent to this company and the work performed for you:
Is there anything you wish you had known before choosing this vendor?

Please Complete and return to the attention of:

Roman Martinez, MPA, CPPO, CPPB, Procurement and Asset Management Director

at roman.martinez@cityofdoral.com

By September 25, 2025 at 5:00pm

Print Name	Title
_____	_____
Signature	Date
_____	_____

SOLICITATION RESPONSE FORM

**ITN No. 2025-20
AI-Powered Chatbot Solution for the City of Doral**

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

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

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

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

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

1. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.

2. Bidder/Proposer accepts all of the terms and conditions of the Solicitation. 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. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____

Dated: _____

3. Bidder/Proposer further warrants and represents that it has familiarized itself with the nature and extent of the Contract, required services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
4. 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.
5. 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.
6. Bidder/Proposer understands that the quantities related to the services to be provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
7. Bidder/Proposer understands and agrees that the Contract Price may be based on a Unit Rate contract or Lump Sum based 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.
8. Communications concerning this Proposal shall be addressed to:

Bidder/Proposer: _____

Telephone: _____

Email Address: _____

Attention: _____

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

STATEMENT

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

SUBMITTED THIS _____ DAY OF _____, 2025.

Company Name: _____

Company Address: _____

Authorized Representative Signature: _____

PROPOSER'S QUALIFICATION PROJECT EXPERIENCE

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 IS TO SUBMIT THREE MINIMUM REFERENCES AS TO AI-CHABOT INSTALLATION AND IMPLEMENTATION SERVICES.**

Proposer	
Years in Business	

Identify past and current client references where your company has provided AI-Powered Chatbot Solution implementation and support services . Additional tables may be added by completing additional copies of this form, as needed.

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

LIST OF PROPOSED SUBCONTRACTORS (IF APPLICABLE)

RFP Title: AI-Powered Chatbot Solution for the City of Doral

RFP Number: ITN-2025-20

Submission Due Date: [_____]

Vendor (Bidder) Name: _____

Contact Person: _____

Phone: _____

Email: _____

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

Name	Address	% Ownership

OWNERSHIP DISCLOSURE

RFP Title: AI-Powered Chatbot Solution for the City of Doral

RFP Number: ITN-2025-20

Submission Due Date: [_____]

Vendor (Bidder) Name: _____

Contact Person: _____

Phone: _____

Email: _____

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

Name	Address	% Ownership

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

RFQ NO. 2025-09

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____
and (if applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

COMPLIANCE WITH FOREIGN ENTITY LAWS AFFIDAVIT

Applicant certifies as follows:

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

DISABILITY, NONDISCRIMINATION, AND EQUAL EMPLOYMENT OPPORTUNITY

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

- o The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 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.
- o The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes.
- o The Rehabilitation Act of 1973, 229 USC Section 794.
- o The Federal Transit Act, as amended 49 USC Section 1612.
- o The Fair Housing Act as amended 42 USC Section 3601-3631

CONFORMANCE WITH OSHA STANDARDS

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

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

E-VERIFY PROGRAM AFFIDAVIT

Affiant certifies the following:

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

NO CONTINGENCY AFFIDAVIT

Applicant certifies the following:

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

COPELAND ANTI-KICKBACK AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT

I, the undersigned affiant, swear or affirm that:

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

DRUG FREE WORKPLACE PROGRAM

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

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

CONE OF SILENCE CERTIFICATION

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

BIDDER AFFIRMATION

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

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

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

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

CONFLICT OF INTEREST FORM

(ITN) 2025-20

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

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

day of _____, 2025.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

CERTIFICATE OF AUTHORITY (IF CORPORATION)

ITN No. 2025-20

STATE OF)
)
)
SS: COUNTY OF)

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

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

following resolution was duly passed and adopted:

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

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

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

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

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

_____, day of _____, 20____

Secretary:

(SEAL)

AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095,
FLORIDA STATUTES

ITN-2025-20

In compliance with section 2(b)(1) of 448.095, Florida Statutes,

Name of Entity _____

hereby affirms that it does not employ, contract
with, or subcontract with an unauthorized alien.

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Entity

Date

Address of Entity

State

Zip Code

Notary Public Information

Notary Public State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of 20 _____

By _____

He or she is personally known to me or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

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

ITN-2025-20

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Doral, is a governmental entity for purposes of this statute.

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

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

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

END OF SECTION

Proposer is to submit a completed

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

Exhibit “B” – Minimum Insurance Requirements

I. Commercial General Liability

A. Limits of Liability

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

B. Endorsements Required:

City of Doral listed as an Additional Insured

8401 NW 53rd Terrace, Doral, FL 33166

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

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

II. Auto Liability

Required only if vendor will transport participants

III. Workers' Compensation (Coverage A)

Statutory limits as required – State of Florida

Employer's Liability (Coverage B):

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

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

A. Limits of Liability

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

V. Participant Accident Policy (Recommended)

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

VI. General Conditions

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

Exhibit "C" – SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF DORAL AND _____.
FOR AI-POWERED CHATBOT SOLUTION
FOR THE CITY OF DORAL

THIS AGREEMENT, dated as of the ____ day of _____, 20____, is made between _____, a Florida corporation, {hereinafter the "Consultant"}, and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, {hereinafter the "City"}.

WHEREAS, the Consultant and City, through mutual negotiation as a result of ITN-2025-20 - AI-Powered Chatbot Solution for the City of Doral, have agreed upon a scope of services, schedule, deliverables and fee for AI-Powered Chatbot Solution for the City of Doral (the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through _____, unless earlier terminated in accordance with Paragraph 8 of this agreement. The City Manager may extend the term of this Agreement up to two one-year option renewals by written notice to the Consultant. Due to the long-term investment of this application solution, the City reserves the right to extend this agreement beyond the 5-year allowability of this agreement.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated as stipulated and in the manner as agreed by both parties. Please refer to Exhibit C.
- 3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **SubConsultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub-Consultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-Consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written

notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant. The City Manager may immediately terminate this Agreement if it is as an alleged, and confirmed by the City Manager in his/her sole discretion, that a Consultant has or may have violated Federal, State, or local laws. In the event that Consultant has failed to perform in accordance with this Agreement or to take reasonable direction by the City Manager in furtherance of this Agreement ("Act of Default"), the City Manager shall provide Consultant with notice of an Act of Default and a fifteen (15) day period within opportunity to cure same. Should Consultant fail to cure an Act of Default with the corresponding cure period of same, the City Manager may terminate this Agreement immediately.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement, subject to receipt of Final payment per 8.3.

9. **Insurance.**

- 9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of

Florida and have agents upon whom service of process may be made in the State of Florida.

- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and

third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 _____ dollars (\$_____) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

Zeida Sardinas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to:

Lorenzo Cobiella
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Consultant: _____

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

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

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

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

16.1 Pursuant to Section 119.0701, Florida Statutes, Consultant shall, in addition to other contractual requirement provided bylaw, comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the public agency.

- 16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.
- 16.3 The City Manager or his designee shall, during the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, have reasonable access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.4 The City may cancel this Agreement for refusal by the Consultant to allow reasonable access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Consultant.**

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent Consultants and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be

construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

- 20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

- 21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

- 22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

- 23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

- 24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant and through its representative, who has been duly authorized to execute same.

Attest:

CITY OF DORAL

City Clerk's Signature

Date: _____

City Manager's Signature

Date: _____

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:

City Attorney

Date

Exhibit A

Required Certificate of Liability Insurance (COI)

SAMPLE

Exhibit B

Scope of Services

SAMPLE

Exhibit C

Pricing Structure

SAMPLE

Exhibit D

Vendor Documents

SAMPLE