

# **CITY OF DORAL**



Request for Proposals

**RFP No. 2021-14**

**Disaster Debris Monitoring  
Services**

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# City of Doral

## Request for Proposal RFP No. 2021-14 Disaster Debris Monitoring Services

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Albert P. Childress, City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 until **10:00 a.m. on May 21<sup>st</sup>, 2021**. The submittals shall be clearly marked "**RFP No. 2021-14 - Disaster Debris Monitoring Services**".

**All submittals shall be publicly opened and recorded on 10:00 am, Friday, May 21<sup>st</sup>, 2021.** Late submittals shall not be accepted or considered. Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

## **PROJECT OVERVIEW**

The City of Doral is hereby soliciting Proposals from qualified and experienced firms to provide Disaster Debris Monitoring Services prior to, and following, a disaster debris causing event such as a storm or hurricane, etc., in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA). Activities include planning, pre-hurricane season tabletop exercise, field oversight, field documentation, and technical assistance.

All questions or comments should be directed to the following email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must reference **RFP No. 2021-14 - Disaster Debris Monitoring Services** in the subject line.

Solicitations may be found via the City of Doral website ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement. To obtain the solicitation interested parties must follow the link and register to be able to download the document.

No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

**Anticipated Issue date:**

**April 21<sup>st</sup>, 2021**

**Mandatory Pre-Bid Meeting:**

**April 29<sup>th</sup>, 2021 at 11:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/457794021>

You can also dial in using your phone

United States: +1 (408) 650 3123

Access Code: 457-794-021

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

**May 6<sup>th</sup>, 2021 at 5:00 P.M.**

[procurement@cityofdoral.com](mailto:procurement@cityofdoral.com)

**Deadline for Submittals & Bid Opening:**

**May 21<sup>st</sup>, 2021 at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/553334869>

You can also dial in using your phone

United States: +1 (872) 240 3311

Access Code: 553-334-869

The City reserves the right to delay or modify scheduled dates and will notify respondents of all changes in scheduled dates.

# SECTION 1

## GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

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, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding 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 Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer 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 this RFP and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

### 1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new RFP opening date may be established by addendum.

### 1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

### 1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

### 1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion 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 PROPOSAL**

A Proposer may, without prejudice, withdraw, modify, or correct the proposal 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 time for opening the submittals. No oral modifications will be considered.

**1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS**

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer 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 proposal prior to delivery, it shall be the responsibility of the proposer 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 Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) **Bid Acknowledgment**

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

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

(ix) **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 Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. 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 Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP 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, Miami-Dade County Code of Ordinances**

**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of 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, but not limited to, City Advisory 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 Proposer or Proposer, 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer 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 Proposer may be disqualified from

furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer 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).

#### **1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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 RFP;
- (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, Respondent, proposer, 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.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

#### **1.12 Florida Government in the SUNSHINE LAW**

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

#### **1.13 CANCELLATION**

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer 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 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 Proposer 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 Proposer shall be the responsibility of the Awarded Proposer.

#### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.



**1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**1.18 ANTI-TRUST PROVISION**

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

**1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications 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. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

**1.20 CAPITAL EXPENDITURES**

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer 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 Proposer. If Awarded Proposer 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.

**1.21 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

administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

**1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

**1.23 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 Proposer/Proposer, or to create any other similar relationship between the parties.

**1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers 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 Proposer, 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.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer'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.

**1.25 HIRING PREFERENCE FOR PROCURED PROJECTS**  
Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

**1.26 LIMITATION ON USE OF OFFICIAL SEAL**  
Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

## END OF SECTION 1

## **SECTION 2**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The City of Doral is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitoring Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA). Vendors must bid all line items to be considered responsive. The basis of the award will be by Total Price (the sum of all items).

#### **2.2 MINIMUM QUALIFICATIONS / EXPERIENCE OF PROPOSERS**

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- 2.2.1.** The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this Request for Proposals. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
- 2.2.2.** Proposers shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.2.3.** Proposer must have experience monitoring a federally reimbursed disaster with a minimum of three (3) projects of similar size within the State of Florida within the past ten (10) years, all with a government entity in Florida. Supporting references must include governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

**The proposer must show proof of having met these minimum requirements on the “Bidder Qualification Statement” in Section 6. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

#### **2.3 LICENSING**

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent’s license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

## 2.4 **MANDATORY PRE-BID CONFERENCE**

**A Mandatory Pre-Bid Conference will be held on April 29<sup>th</sup>, 2021 at 11:00 a.m. via GoToMeeting Conference Call.**

Attendance (via telephone/computer) to this Pre-Proposal meeting is mandatory. Proposers interested in participating in the pre-proposal meeting must follow these steps:

**April 29<sup>th</sup>, 2021 at 11:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/457794021>

You can also dial in using your phone

United States: +1 (408) 650 3123

Access Code: 457-794-021

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/629408133>

**Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project.** During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is **mandatory**.

## 2.5 **TERM OF CONTRACT**

The City and the Awarded Proposer shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Proposer 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 Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a **three (3) year** period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for **two (2) additional one (1) year period** for a maximum total of five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

## 2.6 **PRICING**

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the duration of this contract. However, the Proposer may offer incentives and discounts from this fixed price to the City and/or participants at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **2.7 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## **2.8 METHOD OF AWARD**

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The City will review all submittals for bid compliance according to the requirements set forth in this RFP and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 6 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and / or with other units of state, and / or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

Upon approval by the City Council, a contract shall be awarded to one (1) or more Proposers selected as the most responsible, responsive Proposer(s) meeting all selection criteria. The City reserves the right to award to one (1) or more proposer as deemed necessary. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

**PHASE I** - An Evaluation Committee, appointed and approved by the City Manager’s Office, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

**Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.**

**PHASE II** — The City may conduct interview presentations and re-evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals.

**PHASE II — EVALUATION**

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described to determine the top ranked firm/individual.

**EVALUATION CRITERIA – PHASE I AND PHASE II**

<b>EVALUATION SUMMARY</b>	
<b>CRITERIA</b>	<b>POSSIBLE POINTS</b>
<b>Pricing for Services Offered</b>	<b>40</b>
<b>Resources / Staff Organization</b>	<b>20</b>
<b>Experience of Firm</b>	<b>30</b>
<b>Affiliation References</b>	<b>10</b>
<b>Total Points Possible</b>	<b>100</b>

## 2.9 **AWARD OF CONTRACT**

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## 2.10 **DUE DATE**

All Bids are due no later than **Friday, May 21<sup>st</sup>, 2021 at 10:00 A.M.**, EST or any time prior thereto. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

### **May 21<sup>st</sup>, 2021 at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/553334869>

You can also dial in using your phone

United States: +1 (872) 240 3311

Access Code: 553-334-869

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/553334869>

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals

received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

#### **2.11 INSURANCE REQUIREMENTS**

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to **Exhibit A**.

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

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

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

#### **2.12 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

#### **2.13 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

#### **2.14 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the



following: **RFP No. 2021-14 – Disaster Debris Monitoring Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or **before 5:00 pm May 6<sup>th</sup>, 2021**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

## **2.15 ATTACHED FORMS**

### **2.15.1 Non-Collusion Affidavit**

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

### **2.15.2 Americans with Disabilities**

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

### **2.15.3 Compliance with Equal Employment Opportunity**

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701

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

**2.15.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

**2.15.5 Tie Bids Form**

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, identical tie bids shall be awarded by the City in a Best and Final Offer (BAFO) request. The City shall request in writing for tied bidders to submit their best and final offer. The Notice shall specify the cutoff date and the time allowed for this submittal. The final offer must be received by Procurement on the date and time specified in the notice.

**The above referenced forms are included in 'Forms / Deliverable' at Section 6 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.**

**2.16 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

The City is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work.

**2.17 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete

goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

**2.18 REFERENCES**

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned to [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com).

**2.19 VERIFICATION OF INFORMATION**

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter's ability to perform under this solicitation. The City shall be sole judge of a submitter's ability to perform and its decision shall be final.

**2.20 GOODS/ SERVICES MAY BE ADDED OR DELETED**

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

**2.21 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary, and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

**2.22 METHOD OF ORDERING**

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

**2.23 PAYMENT/ INVOICES**

Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Invoice must

reflect sufficient details to demonstrate compliance with the terms and conditions of the contract. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded Proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount.
- Compensation as deemed acceptable by the City due to non-performance.

## **2.24 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

2.24.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.24.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

**END OF SECTION**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 PURPOSE**

The City of Doral is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitoring Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA). The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below.

#### **3.2 SCOPE OF WORK**

A general description of the scope of services required includes, but is not limited to, the following:

The Proposer shall provide Disaster Debris Monitoring Services and Financial Recovery Assistance (on an as needed basis). Such events include but are not limited to, storms, hurricanes, tornadoes, windstorms, floods, fires, and/or manmade disaster(s), such as civil unrest and terrorist attacks. The Proposer shall observe and document (monitor) the day-to-day operations performed by debris removal vendors under contract with the City, to ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Proposer shall work with the City and its debris hauling contractors to ensure an immediate, rapid and efficient response associated with clearing, removal, processing, hauling and disposal of disaster generated debris.

The Proposer shall implement an electronic documentation system to control, track, and document all work in full compliance with federal and state cost reimbursement requirements to ensure the City is reimbursed for all eligible disaster recovery costs and shall use efficient methods and effective cost controls. The use of a GIS based system is preferred. The Proposer will provide training and technical assistance with Debris Removal Standard Operating Procedures manuals.

Respondent shall provide all expertise, personnel, materials, transportation, supervision, and all other services to promptly respond to volumes of wide scale debris. Activities shall include, but are not limited to debris response planning, pre-hurricane season tabletop exercise, monitoring and documentation of the following: field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility, and technical assistance.

There is no guarantee that a Notice to Proceed (NTP) will be issued under the awarded agreement, NTP's will only be executed in the event of a declared emergency.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City's requirements. The selected firm shall be current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City is achieved. To achieve an efficient and accurate cost recovery process, the Respondent shall have a profound understanding of the documentation involved in the FEMA reimbursement process, and/or other Federal Agencies, and the State relief programs.

All employees of the Proposer shall be clearly identified. Proposer shall be responsible for the cost of such identification.

### **3.3 DEFINITIONS**

**Chipping:** reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

**Clean as You Go Policy:** clearing all debris from each street or work zone on the first pass, whenever possible.

**Contract Manager:** City's representative duly authorized by the City Manager to provide direction to the Debris Monitoring Contractor regarding services provided pursuant to this RFP.

**Construction and Demolition Debris (C&D):** damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

**Debris:** scattered items and materials either broken, destroyed or displaced by a natural disaster, measured in cubic yards "CY". Example: trees, construction and demolition material, personal property.

**Debris Clearance:** the clearing of public road arteries by pushing debris to the roadside to accommodate emergency traffic.

**Debris Management Contractor (DMC):** Monitoring Contractor, means the firm under contract with the City to provide disaster debris collection (hauling) services and its subcontractors.

**Electronic Waste (E-Waste):** loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

**Eligible Debris:** as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

**FDEP:** Federal Department of Environmental Protection.

**FDOT:** Florida Department of Transportation.

**FEMA:** Federal Emergency Management Administration.

**FWC:** Florida Fish and Wildlife Commission.

**FHWA:** Federal Highway Administration.

**NRCS:** Natural Resources Conservation Service.

**Hazardous Waste:** material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- Toxic
- Flammable
- Corrosive
- Reactive 38

**Household Hazardous Waste:** used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics as defined by the Environmental Protection Agency:

- a) Toxic
- b) Flammable
- c) Corrosive
- d) Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

**Hazardous Stump:** an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

**Project Manager:** Monitoring Contractor's representative authorized to make and execute decisions on behalf of the Monitoring Contractor.

**Rights-of-Way:** the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

**Temporary Debris Management Site (TDMS):** location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

**Tipping Fee:** fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

**Vegetative Debris:** means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers, and HVAC units.

### **3.4 RESPONDENT PERSONNEL**

Respondent shall secure, at its expense, all necessary personnel required to perform the services under this RFP.

Respondent shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FWC and other applicable Federal, State or local agency laws, regulations and policies is required.

Respondents and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the City in its disaster response and recovery efforts. Proper documentation by Respondent as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency. If necessary, Respondent's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.



Respondents staffing plan shall include the positions listed below. Respondent may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the “**Exhibit B, Price Proposal Sheet**” form provided herein.

**Project Manager** – Primary point-of-contact to the City and overall responsible for all Respondents services and personnel. Respondent shall point a Project Manager, fluent in English, who will be the City’s primary point of contact and will be responsible for all services and personnel that are provided by the Monitoring Contractor. The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with the Respondent and the Disaster Debris Collector along with other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve issues or concerns, and discuss progress of the debris recovery effort.

**Debris Management Advisor** – Responsible for advising the City in debris management activities.

**Field Operations Manager** – Responsible for the oversight of all operations.

**Field Supervisor** – Responsible for scheduling and deploying the loading and tower/site debris monitors and overseeing their daily activities at loading sites and disposal and staging sites. The field supervisor resolves field operational, eligibility, and safety issues, and communicates these issues to the City.

**Field Monitor** – Responsible for overseeing the DMC’s debris recovery activities and issuing load tickets.

**TDMS Monitor /Tower Monitors** – Disposal tower/site monitors will be located at the entrance to the TDMS or landfill where the inspection tower is located. They will be responsible for estimating and recording the CY of debris in appropriate location on the lower portion of the load ticket for all incoming debris-hauling vehicles.

**Debris Site Security** – Unarmed and non-sworn security at TDMSs and Drop-Off Sites during all the hours of operations that the sites are active for debris removal and management, as directed by the City.

**GIS Specialist** – Responsible for coordinating GIS application with City GIS staff members.

**Data Entry** – Responsible for tracking, verifying, and entering load tickets into a data-base application, digitizing source documentation.

**Data Manager** – Responsible for overseeing the processing of load ticket information and ensure documentation is maintained in accordance with all federal, state and local requirements.

**FEMA Reimbursement Manager** – Manages the preparation and submittal of FEMA documentation, as directed by the City.

### **3.5 PROJECT MANAGEMENT AND PROCESS OVERSIGHT**

The Project Manager shall assist the City in developing an Operational Plan for the specific occurrence. Respondent may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event. Project Manager will be responsible for coordinating daily briefings, work progress, staffing, and other key items with the City.

The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with Monitoring Contractor, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.

Respondent shall provide trained personnel to observe, direct and document the activities of the DMC. Respondent shall be responsible for scheduling work for all its personnel on a daily basis. Respondent shall assist the City in coordinating work assignments for the DMC and ensure compliance with contracts with the DMC's subcontractors. Respondent shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required. GIS based system is preferred.

The expectation is that the Monitoring Contractor shall be operational at the beginning of the first push (first 70 hours). DMC and City employees will report to the Emergency Operations Center to obtain work orders and field monitors from the Respondent before work is commenced. Respondent shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.

Respondent shall track and coordinate with City personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.

Respondent shall prepare FEMA approved/acceptable worksheets and review such worksheets with City staff.

### **3.6 FIELD SUPERVISOR**

Responsibilities include, but are not limited to:

- a) Overseeing and supervising loading site and disposal site debris monitoring activities.

- b) Scheduling debris monitoring resources and deployment timing.
- c) Communicating and coordinating with City/County personnel.
- d) Providing suggestions to improve the efficiency of collection and removal of debris.
- e) Coordinating daily activities and future planning.
- f) Remaining in contact with debris management/dispatch center or supervisor.
- g) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- h) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).
- i) Documenting and recording measurements and computations.
- j) Documenting truck hauling compartment condition using digital photographs.
- k) Preparing a master logbook of all hauling equipment used by the City's debris removal contractor.
- l) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

### **3.7 FIELD COLLECTION MONITORING**

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

- 3.7.1 Respondent shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews are Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.
- 3.7.2 Respondent shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Respondent shall equip all Field Monitors with vehicle transportation and technology which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.
- 3.7.3 Respondent will have Field Monitors to monitor all DMC operations. Respondent will have monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the City and to verify the proper loading and compaction of debris into debris recovery equipment. Each truck driver will be given a load ticket that validates where the material originated. Photographs of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.
- 3.7.4 If a Field Monitor finds that the Debris Management Contractor's work is not performed as specified by the City and/or complies with FEMA, Federal or State requirements for

debris collection activities, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor AND Project Manager. All stop work orders must be documented and reported immediately to the City's Contract Manager.

- 3.7.5 Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.
- 3.7.6 Field Monitors shall enforce the Disaster Debris Collector's Clean-As-You-Go policy.

**3.8 TDMS MONITOR RESPONSIBILITIES:**

- a) Ensure all loads of debris hauled to the TDMS site by the Debris Management Respondent and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
- b) Photograph loads of debris, as directed by the City or FEMA, and record load information with the photograph.
- c) Compile all load tickets and provide copies to the Debris Management Contractor in a format acceptable to the City and the collector's designated personnel.
- d) Obtain and verify the Disaster Debris Collector's fleet documentation. Respondent will obtain from the Disaster Debris Collector such documentation, including the make, model, license plate number, Collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the Disaster Debris Collector and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
- e) Certify all debris vehicles at the TDMS beginning no later than 24 hours after the Notice to Proceed has been delivered. Monitoring Contractor shall update the fleet documents as the Disaster Debris Collector adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process.
- f) Monitoring Contractor shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
- g) Verify that all Disaster Debris Collector equipment has been completely emptied prior to leaving the TDMS.

- h) Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.

### **3.9 TRACKING DOCUMENTATION AND REIMBURSEMENT**

Respondent shall provide a data entry/data manager to load tickets to track and document the removal and management of all Eligible Debris. Monitoring Contractor shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Respondent shall retain original completed tickets on behalf of the City, which shall be turned over to the City, daily. Copies of completed load tickets shall also be retained by Respondent, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket. Each load ticket shall contain the following information:

- a) Municipality (Applicant).
- b) Prime Contractor name.
- c) Sub-Contractor name.
- d) Load ticket number.
- e) Truck ID number and capacity.
- f) Truck Driver name.
- g) Date and time of pick up, loading.
- h) Date and time of delivery, unloading.
- i) Pick up location (street address or primary street between specific area).
- j) Loading Information.
- k) Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.).
- l) Total cubic yards picked up.
- m) Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.).
- n) Load Monitor Printed Name and Signature.
- o) Dump Monitor Printed Name and Signature.
- p) GPS.
- q) Inspector.
- r) Unloading Information.

Respondent shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.

Respondent shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies. Respondent shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.

Supervising the preparation of detailed estimates and submitting them to the City debris manager. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager serves as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues. Respondent shall retain all such documentation for at least ten (10) years following a disaster or emergency event.

### **3.10 FINANCIAL MANAGEMENT & RECOVERY SERVICES**

The selected firm(s) Will be expected to be able to provide financial management and recovery services to include general post-disaster grant management and administration services when needed and at the discretion of the City. Specific services may include:

- 3.10.1. Damage Assessment: Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.
- 3.10.2. Eligibility Consultation: Assessment of damage inventory to determine primary and secondary funding sources for repairs.
- 3.10.3. Project Ranking: Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.
- 3.10.4. Financial Advisory: Assist clients with marrying local cost share requirements to funding sources.
- 3.10.5. Cash Flow Management: Develop cash-based budget tools to assist with managing payment obligations relative to receiving proceeds.
- 3.10.6. Benefit Cost Analysis: Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.
- 3.10.7. Feasibility & Effectiveness Studies: Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.
- 3.10.8. Site Survey & Legal Description Review: Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.

- 3.10.9. Appraisal & Valuation Services: Develop replacement cost and market value assessments to serve as the basis of award for grant applications.
- 3.10.10. Data Management: Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.
- 3.10.11. Document Management: Implement document management tool to provide web-based, point and click document storage and viewing.
- 3.10.12. Grant Application Development: Compile, assemble and organize required documentation for application to grant program.
- 3.10.13. Contractor Invoice Reconciliation: Reconcile contractor requests for payment with substantiating field documents and grant funding sources.
- 3.10.14. Compliance Reporting: Compile, assemble and organize statistics, project progress and metrics.
- 3.10.15. Project Scoping: Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.
- 3.10.16. Insurance Adjusting/Subrogation: Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.
- 3.10.17. Eligibility Appeals: During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.
- 3.10.18. Grant Closeout/Reporting: Provide final reconciliation of expenditures to grant funding applications and award documents.
- 3.10.19. Report Preparation: Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement.
- 3.10.20. Reimbursement Consulting: Instruct the City on the requirements in order to obtain FEMA and/or other federal and state agency reimbursements.
- 3.10.21. Requirement Compliance: Inform the City on the requirements for the above.
- 3.10.22. Record Management: Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies.
- 3.10.23. Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the City at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.
- 3.10.24. Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any

other documentation evidencing in proper detail the nature and propriety of the charges.

- 3.10.25. Inspection: The Respondent, the City and Department authorized representatives shall permit authorized agents of FEMA/FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.
- 3.10.26. Comprehensive mitigation programs: to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3.10.27. Other Services: Other Services as Directed by the contract manager.

**3.11 OTHER RELATED SERVICES**

Upon request by the City’s Contract Manager, Respondent shall provide Aerial Photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Respondent may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the City’s Administrator, the City will not be obligated to pay for the flight and photographs. If Monitoring Contractor and City agree, photos may be retaken at Respondents expense. Photographs shall be delivered to the City within five (5) business days of order, weather permitting.

Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.

Provide training to City staff as directed by the Contract Manager.

Be prepared with appropriate staffing, supervisors and, if necessary, watercraft to oversee cleaning of debris from canals and waterways.

**3.12 FEMA’S PUBLIC ASSISTANCE DEBRIS MONITORING GUIDE, POLICY DOCUMENT 327 AND PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE**

Links:

- a) [https://www.fema.gov/pdf/government/grant/pa/fema\\_327\\_debris\\_monitoring.pdf](https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)
- b) [https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

**3.13 AMERICAN DISABILITIES ACT**

3.13.1. Provider shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement



and shall affirmatively comply with all applicable provisions of the American Disabilities Act (“ADA”) in the course of providing any services funded in whole or in part by the City, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

3.13.2. Provider’s decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

**3.14 MISCELLANEOUS**

3.14.1. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

3.14.2. This Agreement is non-transferable or assignable, and Provider agrees not to transfer or assign the performance of services called for in the Agreement.

3.14.3. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

**3.15 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made a part of this RFP that the submission of any proposal response to this request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the proposer.

At the option of the awarded proposer/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the awarded proposer/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

**3.16 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS**

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials

equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, City, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful proposer is within the City limits to ensure safety rules are not being violated.

**END OF SECTION**

# **SECTION 4**

## **PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, proposers should assume that the city has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without effecting its content are discouraged.

Additionally, Proposers may not make reference to information in previous proposals or bids submitted to the City of Doral.

#### **TAB 1:**

- **Cover and Dividers (Not Scored)** - Cove page must be clearly marked with the RFP number and project title (RFP No. 2021-14 – Disaster Debris Monitoring Services) the Proposer's firm name, address, telephone number, and name of contact person, email address and the date.
- **Table of Contents (Not Scored)** - Include a clear identification of the contents by section and page number and according to the organization described below.
- **Cover Letter/ Executive Summary (Not Scored)** - This letter will summarize in a brief and concise manner the following:
  - Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
  - The letter must name all persons or entities interested in the proposal as principals.
  - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
  - Identify all the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
  - An authorized agent of the proposer must sign the Cover Letter/ Executive Summary must be signed by an authorized agent of the firm and indicate the agent's title or authority.
- The firm identified on the Cover Letter/ Executive Summary will be considered the primary firm. If more than one firm is named on the Cover Letter/ Executive Summary, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state

law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the City of Doral. The letter should not exceed two pages in length.

**TAB 2: Resources and Capabilities (Scored – 10 Points)**

- For each component of the envisioned scope of services (Section 3) as broadly described herein, the Proposer shall provide a one (1) to two (2) page summary discussion of the Proposer’s qualifications and expertise for the scope elements of this project. The summary shall address all aspects of capabilities that the Proposer considers relevant and important for the CITY.
- This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. The proposal should also include:
  - A rationale for the approach taken to provide these services.
  - The methods, equipment, and/ or materials that will be used.
  - Number of employees/staffs with their titles.
  - A list of any assistance the City may be requested to provide the proposer.
- Depth of resources to support the scope of work should be described in this section. Any awards, commendations or certificates received by staff or the firm.

**TAB 3: Staffing and Organization (Scored – 10 Points)**

- A concise summary of the key components of the company, organization, or team. Company, organization, or team responsibilities throughout the term of the service shall be discussed with clear identification of the specific entity responsible for that portion of the work.
- Proposer should emphasize both the experience and capability of particular personnel who will actually perform the work. Provide the relevant qualifications of the Key Staff proposed for the project. Provide key staff qualifications and resumes and shall all have a minimum of 5 years of applicable experience.
- The selected Proposer will be required to commit that the key personnel and/or principals named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement and agreement from the City.
- Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support (subcontracting) that will be necessary to complete the services herein. Identify each support awarded proposer by their trade. The City reserves the right to reject any proposed firms used as outside support.

**TAB 4: Relevant Project Experience (Scored – 30 Points)**

- Proposers must display considerable relevant experience with the specified type of work. Provide the Proposers experience in performing debris monitoring services and obtaining reimbursement from FEMA.
- The Proposer shall provide a description of project experience relevant to the scope of work. Proposers should provide its relevant experience in Florida as well as in the United States (if applicable).
- Examples of at least three (3) debris monitoring projects and successful FEMA reimbursement (if applicable) within the past ten (10) years within the State of Florida, all with government entities.

**TAB 5: References (Scored – 10 Points)**

- Proposer shall provide a minimum of three (3) local government reference letters. Supporting references must include governmental agency, contact person telephone number, and email address. Reference letters must be dated 2010 or later.
- Proposers shall also provide a summary statement regarding any legal charges and/or convictions of the organization or its officers regarding fraud, bribery, or criminal offenses. Specific legal matters and law suits within the last five (5) years.
- Additionally, Proposer shall list any contracts or agreements terminated for convenience, cause, or default within the past three (3) years and shall provide an explanation of each occurrence (if any). If no occurrences, Proposer shall so indicate.

**TAB 6: Proposed Fees to the City (Scored – 40 Points)**

- Provide a detailed cost proposal to include the basis for the fees proposed. Fees proposed shall be inclusive of all costs related to the work for the City including, but not limited to, personnel, overhead, profit, operating cost, reproduction, advertising communication costs, travel costs and legal fees.
- Proposer agrees and understands that the City reserves the right to add, delete or make any adjustments to items proposed on the price proposal sheets.

**TAB 7: Required Forms and Other Additional Documents (Not Scored)**

- Addendums - Statement acknowledging receipt of each addendum issued by the City.
- Provide evidence of current levels of insurance in areas identified in Proposal.

- Provide a summary of any litigation filed against the proposer in the past three years that is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
- Certifications: If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
- Submit copy of your firm's occupational license where business is located.
- Submission and completion of City provided forms for acknowledgment of partnership, individual or corporation. Also, provide evidence that Proposer's firm name is registered with their State of origin.

**SECTION 5**  
**BID SUBMITTAL FORM**

THIS PROPOSAL IS SUBMITTED TO:

**City of Doral**  
**8401 NW 53<sup>rd</sup> Terrace**  
**Doral, Florida 33166**

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, 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 Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
  
2. Respondent accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
  
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
  - (a) Respondent has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)  
  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_
  
  - (b) Respondent has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
  - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  
  - (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and

studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Respondent has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Respondent.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting; and Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the City.

- 4. Respondent understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
- 5. Respondent understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Respondent shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.



## STATEMENT

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.

SUBMITTED THIS \_\_\_\_\_ DAY \_\_\_\_\_, 20\_\_\_\_.

Person Authorized to sign Proposal:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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

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

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

Fax: \_\_\_\_\_

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

## **SECTION 6**

### **FORMS / DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.**

**BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

#### **LIST OF ATTACHED FORMS:**

- Bid (Submittal) Form
- Statement of No Response
- RFP Reference Survey
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- [IRS Form W-9](#) - Request for Taxpayer Identification Number and Certification

# STATEMENT OF NO RESPONSE

## RFP No. 2021-14

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk’s Office 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm’s name from the qualified vendor list for the City of Doral.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

We, the undersigned have declined to submit a Bid on the above because of the following reasons:

- \_\_\_\_\_ Specifications/Scope of Work too “tight”, i.e., geared toward brand or manufacturer only (explain below)
- \_\_\_\_\_ Insufficient time to respond
- \_\_\_\_\_ We do not offer this product, service or an equivalent
- \_\_\_\_\_ Our schedule would not permit us to perform
- \_\_\_\_\_ Unable to meet bond requirements
- \_\_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_\_ Other (specify below)

REMARKS: \_\_\_\_\_  
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**CITY OF DORAL PROCUREMENT**  
**RFP REFERENCE SURVEY**  
**RFP. No. 2021-14**  
**DISASTER DEBRIS MONITORING SERVICES**

FROM:		TO: PROCUREMENT MANAGER
COMPANY:		DATE: <b>05/21/2021</b>
PHONE NO.:		TOTAL #. OF PAGES: 1
FAX NO.		PH. #: 305-593-6725
EMAIL:		EMAIL: <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>
SUBJECT:	<b>Reference for work completed regarding Disaster Debris Monitoring Services</b>	
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitoring Services in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA). The Contractor shall supply the necessary personnel with the appropriate qualifications and skill sets to provide the services as delineated below.</i></p>		
<p>Company you are providing a reference for: _____</p>		
		<b>Indicate:</b>
		<b>“YES” or “NO”</b>
1.	Was the scope of work performed similar in nature?	
2.	Did this company have the proper resources and personnel by which to get the job done?	
3.	Were any problems encountered with the company’s work performance?	
4.	Were any change orders or contract amendments issued, other than owner initiated?	
5.	Was the job completed on time based on the original established timeline?	
6.	Was the job completed within budget based on the original established budget?	
7.	On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)	
8.	If the opportunity were to present itself, would you rehire this company?	
9.	Please provide any additional comments pertinent to this company and the work performed for you:	
<p>PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:  Tanya Donigan – <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a>  Subject: Reference for RFP No. 2021-14</p>		
<p>_____</p> <p>Print Name</p>		
<p>_____</p> <p>Title</p>		<p>_____</p> <p>Signature</p>

**BIDDER INFORMATION WORKSHEET**  
**RFP No. 2021-14**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**

*(if different from address provided above):*

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

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:**

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
-----------------------------	------------------	---------------------------------

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
-----------------------------	------------------	---------------------------------

_____ (First, Last Name)	_____ (Title)	_____ (Contact Phone Number)
-----------------------------	------------------	---------------------------------

**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

# BIDDER QUALIFICATION STATEMENT

## RFP No. 2021-14

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

**ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
	Project Description	_____ _____ _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**END OF SECTION**



**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**RFP No. 2021-14**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
 FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
 Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
 Doing business as, if same as above, leave blank

\_\_\_\_\_  
 STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

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

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_



**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**  
**RFP No. 2021-14**

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

This sworn statement is submitted to the City Of Doral, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

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

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**RFP No. 2021-14**

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 \_\_\_\_\_ f  
or \_\_\_\_\_  
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.

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

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) (Printed, typed, or stamped commission name of notary public)

# DRUG-FREE WORKPLACE PROGRAM

## RFP No. 2021-14

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Firm)*

1. Publish 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.
2. Inform 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.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address City, State, Zip









# RESPONDENT'S CERTIFICATION

## RFP No. 2021-14

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
Name of Business

The foregoing Affidavit was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(year), by \_\_\_\_\_ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
City, State and Zip Code

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
My Commission Expires

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

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 State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, \_\_\_\_\_, 20\_\_\_\_, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

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

(SEAL)



**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

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

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

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

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

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

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

(SEAL)



## **CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Disaster Debris Monitoring Services**, as specified, have 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 agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

**EXHIBIT “A”**  
**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 Injury & Adv. Injury	\$1,000,000
Products & Comp. Ops	\$1,000,000

B. Endorsements Required

City of Doral included as an additional insured  
Premises and Operations Liability  
Primary Insurance Clause Endorsement

**II. Workers Compensation (If Applicable)**

Statutory- State of Florida  
Employer’s Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.**

**Waiver of Subrogation in favor of City.**

**III. Cyber Liability (If Applicable)**

A. Limits of Liability

Each Occurrence	\$2,000,000
Including Liability for Data Breach, Media Content, Privacy Liability and Network Security for third parties.	

Retro Date – Prior to commencement of job.

- IV. A crime policy or fidelity bond covering, among other things: theft, employee dishonesty, or embezzlement. The policy or bond shall have minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence. (If Applicable)
  
- V. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

**Subcontractors’ Compliance:** It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

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

**Certificate Holder:**                    **City of Doral**  
    **8401 NW 53<sup>rd</sup> Terrace**  
    **Doral, FL 33166**

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

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

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

## EXHIBIT “B” PRICE PROPOSAL SHEET

Item No.	Position	Price (hourly rate)	Estimated Hours	Total Cost
1	Project Manager		2,000	
2	Debris Management Advisor		100	
3	Field Operations Manager		100	
4	Field Supervisor		3,000	
5	Field Monitor		5,000	
6	TDMS Monitor		2,000	
7	Debris Site Security (as needed basis)		---	
8	GIS Specialist		200	
9	Date Entry		200	
10	Data Manager		200	
11	Billing / Invoice Analyst		200	
12	Administrative Assistant		5,000	
13	FEMA Reimbursement Manager (as needed basis)		200	
14	Aerial Photo Package		2 Each	
15	Photograph Copies		2 Each	
16	Additional Photographs		2 Each	
17	Other Required /Proposed Positions List Below:			

**TOTAL** \_\_\_\_\_

## **EXHIBIT “C”**

### **FEMA PROVISIONS**

Either this solicitation is fully or partially Grant funded. The City will seek reimbursement from FEMA. Contractor shall comply with the clauses as enumerated below.

1. **Contractor Compliance:** This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.
2. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with the Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
3. **Conflict of Interest:** Contractor must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the City. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest in the Contractor’s firm or any of its branches or affiliates. All Contractor must also disclose the name of any employee, agent, lobbyist, previous employee, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Council in connection with this procurement.
4. **Mandatory Disclosures:** The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (*See Sworn Statement on Public Entity Crimes*)
5. **Utilization of Minority and Women Firms (M/WBE):** The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
6. **Equal Employment Opportunity:**



- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance

with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

7. **Davis-Bacon Act:** If applicable to the contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. **(See Prevailing Wage Determination by the Department of Labor)**
  
8. **Copeland Anti Kick Back Act:**
  - a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into the contract.
  - b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."
  
9. **Contract Work Hours and Safety Standards Act**
  - a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. of this section.
  - c. *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as

may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. of this section.

- d. *Subcontracts*. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a. through d. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d. of this section.

**10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387): as amended**—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**11. Debarment and Suspension**: (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. (See **Appendix Certification Regarding Debarment, Suspension, and Other Responsibility Matters**)

**12. Byrd Anti-Lobbying Amendment**: (31 U.S.C. 1352): Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification. (See **Appendix Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements**).

**13. Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**14. Procurement of Recovered Materials:** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**15. Access to Records and Reports:**

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**16. Record Retention:** Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in the agreement.

**17. Federal Changes:** Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by

reference, as they may be amended or promulgated from time to time during the term of the contract.

18. **Termination for Default or Convenience:** Please see the contract attached to this solicitation as **Exhibit D**.
19. **Safeguarding Personal Identifiable Information:** Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost-plus percentage of cost basis.
21. **Prohibition on utilization of time and material type contracts:** The City will not award contracts based on a time and material basis unless the strict federal requirements regarding time and material contract are met.
22. **DHS Seal, LOGO, and Flags:** The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

*[Remainder of this page intentionally left blank]*

As the person authorized to sign this statement, I certify that this contractor complies/ will comply fully with the above requirements.

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

Contractor/Firm: \_\_\_\_\_

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

\_\_\_\_\_

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

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

Printed Name/Title: \_\_\_\_\_

\_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_\_ physical presence or online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is personally known or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

*Printed, typed or stamped name, commission and expiration:*

**EXHIBIT “D”  
SAMPLE CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
P & V INTERNATIONAL ENTERPRISE  
FOR  
CONCESSIONS SERVICES AT CITY PARKS**

**THIS AGREEMENT** is made between **P & V INTERNATIONAL ENTERPRISE**, an active, for-profit Florida Corporation, (hereinafter the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS**, on July 15, 2018, Request for Proposals (“RFP”) # 2018-20, “Concessions at City Parks” was advertised for the provision of providing concessions management services at City Parks; and

**WHEREAS**, Two (2) proposal submittals were received on August 20, 2018 with both the proposals meeting the required criteria set forth in the RFP; and

**WHEREAS**, an evaluation meeting was held on September 7, 2018 where all submitted proposals were scored and ranked. During this evaluation meeting it was determined that both firms would move onto the second phase of the evaluation process which consisted of presentations; and

**WHEREAS**, during the November 1, 2018 Council Meeting, the City Council of the City of Doral approved Resolution # 18-192 approving the award of RFP# 2018-20 and authorizing the City Manager to enter into an agreement with P & V International Enterprise.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The City grants to the Provider the rights delineated in this Agreement and the Scope of Services to use the Concession as contemplated herein.
- 1.2 The Provider shall furnish professional services to the City as set forth in the Scope of Services found in Exhibit “A”, which is attached to this Agreement and incorporated herein and made part hereof by this reference.



- 1.3 The “Scope of Services” includes a Schedule for the Service which includes a breakdown of tasks, timeline and deliverables to the City.
- 1.4 The City reserves the right to include or exclude additional parks under this agreement as determined by the City Manager.
- 1.5 Provider may provide additional services to the City as determined by the City Manager or his/her designee and that are mutually agreeable by both parties.
- 1.6 As part of the license rights described herein, the Provider is eligible to receive a 15% discount on Parks & Recreation Department Vendor Application and Agreement fees to provide concessions at City special events. Award of the RFP does not guarantee participation in City special events.
- 1.7 The Provider may propose special party rental packages to compliment the City’s party rental program. This includes catering for birthday, baby showers, and all other activities which may utilize the rooms and pavilions available for rental at City parks. This is a non-exclusive arrangement and does not preclude parties renting spaces from using their preferred vendor.
- 1.8 The Provider acknowledges the operation of the vending machines is independent from this agreement. Items sold by the Provider do not preclude either party from selling the same or similar item.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have the option to renew this agreement for two (2) additional one (1) year periods. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement. Continuation of the Agreement beyond the initial term, to include the optional years, is the City’s sole and absolute discretion.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Service within the timeframes set forth in the Service Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

- 3.1 The Provider agrees to pay the City the proposed rate per location on a monthly basis for the right to operate the concession stand at the specified location, as outlined in Exhibit “B”. The City may assess a 10% late fee on payments not received within ten (10) calendar days after the end of the previous payment period.

- 3.2 Prior to occupying the concession stand(s) the Provider shall submit a security deposit to the City in the amount of \$500.00.
- 3.3 The Provider shall begin compensating the City upon issuance of a Notice to Proceed (“NTP”).

4. **Sub-Providers.**

- 4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Service.
- 4.2 Any subcontractors used on the Service must have the prior written approval of the City Manager or his designee.
- 4.3 The City reserves the right to contract third party vendors to provide concession services at designated special events held at City park facilities.

5. **City's Responsibilities.**

- 5.1 Furnish to Provider, at the Provider's written request, all available data pertinent to the services to be provided by Provider, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).
- 5.3 Furnish two (2) copies of all required keys. Additional keys will be at the expense of the Provider. Lost/stolen/misplaced keys will result in change of lock/key at the Provider’s expense.

6. **Provider's Responsibilities.**

- 6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.
- 6.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Contractor to provide the Services contemplated herein.
- 6.3 The Provider understands and agrees City staff shall have access to the concession at all times in order to access City-owned equipment. The Provider

understands that the City may, from time-to-time, utilize the concession for storage or meal prep of City approved programming (e.g. camps or recreational programming.)

6.4 Provider may only enter the concession during the operating hours posted at each park facility.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider 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 may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Provider without cause. Cause shall include but not be limited to a failure on the part of Provider to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop providing the Service.

8.3 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service 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.

8.4 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, Provider must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

8.5 Upon termination or expiration of this Agreement, Contractor may remove any of its property from the Concession except that which has become fixtures. The City's property shall be left in a clean and as near to original condition as possible, this includes any repairs required to return the concession to its original condition. If the Provider fails in this responsibility, they City shall keep the security deposit.

9. **Concession Facilities.**

9.1 The Provider and a designated City of Doral staff member will conduct a facility inspection prior to Provider occupancy.

- 9.2 The Provider shall not display or affix any signs, install equipment, or make improvements to the Concession without first obtaining the advance written approval of the City Manager or designee.
- 9.3 The Provider agrees that it will be responsible for the installation, maintenance, repair and all costs associated there with for any equipment that the Provider desires to place into the Concession, as may be permitted under this Agreement. The City will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Provider. The City will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession.
- 9.4 The use of the Concession shall be limited to the sale of prepackaged foods and non-alcoholic beverages. Soda fountains may be permitted. The cooking and/or reheating of food products within the Concession shall be limited to activities that do not require the use of a stove, gas grill, barbecue grill or other similar equipment. The use of a microwave, electric grill, electric fryer or sandwich press may be permitted. Provider shall provide to the City a list of equipment for approval in the sole discretion of the City. Provider shall not sell or distribute any glass bottles or containers. Other than the uses stated above, the Concession may not be used by Provider for any other purpose.
- 9.5 In the event of any damage to the Concession by the Provider or its agents, employees, volunteers or participants, the Provider shall be responsible for replacing the Concession or restoring the Concession to its condition prior to the use of the Concession by Provider, as determined by the City Manager.
- 9.6 The Provider's proposed equipment shall not exceed 20 amps per breaker at each concession site.
- 9.7 The Provider shall at all times stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area. The Provider agrees that the level of services in the proposal cannot change without the City's approval.
- 9.8 The Provider agrees to use a point of sale system approved by the City. The City shall have access to this point of sale system. The Provider will keep accurate and complete records of all revenue and expenses in connection with the operation of the concession facility. Such revenue and expenses will be supported by cash register tapes, invoices, sales slips bills, vouchers, payroll records, purchase orders and other pertinent records that, under recognized accounting and industry practices, contain information relating to costs, including gross sales or profits. In addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. Refer to Exhibit " \_ " for a sample weekly sales report.

9.9 Provider understands that the Equipment at the Concession Facilities is being made available to Provider in “As Is” Condition. The City does not expressly or impliedly warrant the condition of any food service equipment. The Provider waives the right to a claim for any damages Provider, its agents, employees, volunteers, guests or invitees from any use of the Concession

10. **Insurance.**

10.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit “C”. 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.

10.2 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.

11. **Nondiscrimination.**

11.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

12. **Attorneys’ Fees and Waiver of Jury Trial.**

12.1 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.

12.2 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.

13. **Indemnification.**

13.1 Provider 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 Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this

Agreement. Provider 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 Provider's performance or non-performance of this Agreement. This indemnification may not exceed the limits established in Section 768.25 of the Florida Statutes. 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.

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

13.3 Ten dollars (\$10) 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 Provider.

14. **Notices/Authorized Representatives.**

14.1 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:                    Albert P. Childress  
    City Manager  
    City of Doral, Florida  
    8401 NW 53rd Terrace  
    Doral, Florida 33166

With a Copy to:                Luis Figueredo, Esq.  
    City Attorney  
    City of Doral, Florida  
    8401 NW 53rd Terrace  
    Doral, Florida 33166

For The Provider:

15. **Governing Law.**

15.1 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, or the Southern District of Florida.

16. **Entire Agreement/Modification/Amendment.**

- 16.1 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.
- 16.2 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.
17. **Ownership and Access to Records and Audits.**
- 17.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.
- 17.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.
- 17.3 The City may cancel this Agreement for refusal by the Provider to allow 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.
- 17.4 In addition to other contract requirements provided by law, Provider shall 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 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 contractor 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 City.

17.5 The Provider may also be subject to monthly audits of the concession facility by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;
- (b) Food quality, presentation, and merchandising;
- (c) Sanitation practices and conditions;
- (d) Personal appearance;
- (e) Training program techniques, schedules, and records;
- (f) Safety conditions;
- (g) Operational performance from a financial perspective; and
- (h) Other related operational conditions and/or practices.

18. **No assignability.**

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

19. **Severability.**

19.1 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.

20. **Independent Contractor.**

20.1 The Provider and its employees, volunteers and agents shall be and remain independent contractors 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.

21. **Representations and Warranties of Provider.**

21.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;



- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

22. **Compliance with Laws.**

- 22.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 22.2 The Provider shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City, the Provider, or the Concession. The Provider, at the Provider's expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession.
- 22.3 The City may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Provider, and the Provider shall provide adequate supervision of the Concession at all times the Provider is in control of the Concession.

23. **Non-collusion.**

- 23.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

24. **Truth in Negotiating Certificate.**

- 24.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

25. **Waiver**

25.1 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.

26. **Survival of Provisions**

26.1 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.

27. **Prohibition of Contingency Fees.**

27.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, 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 Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

28. **Force Majeure.**

28.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

29. **Counterparts**

29.1 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.

30. **Interpretation.**

30.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and

the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

30.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

31. **Discretion of City Manager.**

31.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

32. **Third Party Beneficiary**

32.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

33. **No Estoppel**

33.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider’s negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:

**CITY OF DORAL**

\_\_\_\_\_  
Connie Diaz, City Clerk

By: \_\_\_\_\_  
Albert P. Childress, City Manager

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

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

\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

**P&V International Enterprise**

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

Its: \_\_\_\_\_

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

**Exhibit “A”**  
**Scope of Services**

**Exhibit “B”**

**Insurance Requirements**