



City of Doral
ITB No. 2024-10
Solid Waste Disposal & Recycling Services
Addendum No. 2

1. Would the City be willing to make the termination for convenience provision mutual as to both parties?

Answer: The selected Contractor may terminate for convenience by providing at least ninety (90) days prior written notice to the City.

2. Would the City agree to include language in the indemnification provision that makes clear the Contractor shall not be responsible for the negligent acts of the City?

Answer: The selected Contractor shall not be required to indemnify the City for the City's gross negligence. All other provisions pertaining to indemnification remain the same. Note that the City reserves the right to negotiate alternative language for indemnification and any other legal provisions if required by the City Attorney.

3. Would the City agree that any renewal options for the contract shall be by mutual agreement of the parties?

Answer: The selected Contractor may elect not to renew, provided the selected Contractor has provided the City with written notice a minimum of ninety (90) days prior to the conclusion of the initial term or renewal period, as applicable.

4. Section 3.4 — Would the City agree that any deletions to the contractual scope of work shall be by mutual agreement of the parties?

Answer: The City does not currently anticipate any reduction in scope but reserves the right to do so at its sole discretion. In the event the City determines that a portion of the scope must be removed from this contract, the pricing must be adjusted accordingly. Note the City may elect to include additional facilities, in which case pricing shall be negotiated consistent with the pricing provided for similar facilities in the selected Contractor's bid.

5. Section 3.13 — Would the City agree to include language that any deduction/payment withholding for damage to property shall bear a reasonable relationship to the loss/damage?

Answer: Any payment withheld or deduction applied by the City because of loss or damage to City property shall bear a reasonable relationship to the actual loss or damage incurred. In no event shall this language be interpreted as a waiver of the City's rights or remedies under the Contract or under applicable law or in equity.

6. Article 2.1 Qualifications — Would the City agree that the Civil Litigation 5-year history be limited to lawsuits involving governmental entities and waste disposal services (i.e., not include motor vehicle lawsuits, etc.)?

Answer: Bidders shall provide a history of any Criminal or Civil Litigation against Bidder for the five (5) years immediately preceding the ITB. The City will review and make a reasonable determination as to whether the suits affect the subject Bidder's responsibility.