

CITY OF DORAL



Invitation to Bid
ITB No. 2024-29

Solid Waste Disposal & Recycling Services
(Re-Bid)



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

PROJECT OVERVIEW

The City of Doral is seeking bids from contractors for a qualified provider of solid waste collection and recycling services at City facilities. The City intends to award a contract to one or more responsive and responsible vendors that provide the best price proposal to the City.

SCHEDULE

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

Issuance/Advertisement Date:	Wednesday, November 6, 2024
	Wednesday, November 13, 2024 at 11:00 AM
<u>Non-Mandatory</u> Pre-Bid Conference:	Join from your computer, tablet or smartphone. https://meet.goto.com/710688821 You can also dial in using your phone. Access Code: 710-688-821 United States: +1 (872) 240-3412
Cut-off Date for Written Questions:	Wednesday, November 20, 2024 at 2:00 PM
	Wednesday, December 4, 2024 at 2:00 PM
Deadline for Submittals & Bid Opening:	Submissions Due Electronically via DemandStar or Vendor Registry Join from your computer, tablet or smartphone. https://meet.goto.com/774461861 You can also dial in using your phone. Access Code: 774-461-861 United States: +1 (646) 749-3122

INSTRUCTIONS

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

This ITB is subject to the "Cone of Silence." Accordingly, all questions and comments regarding this ITB must be written in writing and directed to Procurement at the following email address: procurement@cityofdoral.com. All inquiries must reference "ITB No. 2024-29 Solid Waste Disposal & Recycling Services (Re-Bid)" in the subject line. No phone calls will be accepted regarding this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

Solicitations and addenda or notices in connection, in addition to that, therewith may be downloaded from the City of Doral Procurement Division webpage under "Active Solicitations," on Vendor Registry, and on Demand Star. To receive notifications of addenda or notices issued in connection with this ITB, interested parties must register with the Vendor Registry or on DemandStar. The City reserves the right to reject any and all submissions, waive any and all irregularities in any submission, solicit and re-advertise for bids, and make awards in the City's best interest, as determined in its sole discretion.

The City reserves the right to accept any submittals deemed to be in the best interest of the City, to waive any minor irregularities, scrivener's errors, minor omissions, minor deviations, and technicalities in any Bids, or to reject any or all Bids and to re-advertise for new Bids, by the applicable sections of the Florida Statutes, the City Charter and Code, and this ITB. PROPOSERS ARE ADVISED THAT PROPOSALS OR BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM SUBMISSION REQUIREMENTS OF THIS SOLICITATION SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. ONLY MINOR IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES MAY BE ALLOWED TO BE TIMELY CURED BY PROPOSERS AT THE SOLE DISCRETION OF THE CITY. MATERIAL IRREGULARITIES, DEFICIENCIES, AND TECHNICALITIES CANNOT BE CURED BY THE PROPOSER/RESPONDENT.

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ARTICLE 1 – GENERAL TERMS AND CONDITIONS

1.1 Definitions

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

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

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

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

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

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

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

“Solicitation” means this formal request to solicit responses from responsible and responsive respondents regarding the scope and specifications. The terms “Invitation to Bid,” “Request for Proposals,” “Request for Qualifications,” and the like are interchangeable with “Solicitation” and will be used as appropriate in the given context.

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

“Work” means the actual task (i.e., goods and services to be provided) contemplated by this Solicitation and required by the terms of the Contract.

1.2 Cone Of Silence

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

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

The Cone of Silence shall not apply to:

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

Please contact the City Attorney for any questions

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

1.3 Examination Prior to Submission

Respondents must thoroughly examine each section. If they have any doubt or obscurity about the meaning of any part of this Solicitation, They may request clarification by writing to the Procurement Division.

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

1.4 Clarifications and Addenda

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

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

1.5 Withdrawal of Response

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

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and all Responses or portions thereof and to

waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

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

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

1.7 Protests

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

1.8 Incurred Expenses

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

1.9 Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation.

Responses shall include all of the information and forms required by this Solicitation. Failure to utilize the City's forms or fully complete said forms may result in the Response being deemed non-responsive. The Respondent shall be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

1.10 Submission of Responses & Evaluations

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

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

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

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

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

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

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

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

Proprietary Responses: By submitting a Response, the

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

1.11 Prohibition Against Considering Social, Political, or Ideological Interests

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

1.12 Identical (Tie) Responses

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

1.13 Public Records

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

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

In the event that a Respondent submits information to the City that is proprietary or otherwise exempt from the Public Records Law, such Respondent shall explicitly indicate the information that is exempt from public disclosure, provide reasons why, and identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the

right to make any final determination on the applicability of the Public Records Law.

The Successful Respondent shall be required to comply with the following requirements under Florida's Public Records Law:

(i.) Contractor shall keep and maintain public records required by the City to perform the Services.

(ii.) Upon request from the City, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

(iii.) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

(iv.) Contractor shall, upon completion of the contract, transfer, at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the Services. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided by Contractor to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730,

**CITYCLERK@CITYOFDORAL.COM,
8401 NW 53RD TERRACE, DORAL,
FLORIDA 33166.**

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will not be a cause for relief from responsibility. Respondents must be legally authorized to transact business in the State of Florida.

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

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

1.15 Public Entity Crime

A person or affiliate who has been placed on the convicted Respondent list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or Public Works project, may not submit a Response on a lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list, as defined in Section 287.133, Florida Statutes.

1.16 Equal Employment Opportunity

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

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

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

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

1.18 Scrutinized Companies

The respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The contractor must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall have the right to terminate the Contract and seek civil remedies pursuant to Florida Statute § 287.135.

1.19 Fraud and Misrepresentation

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

1.20 Collusion

Where two (2) or more related parties, as defined herein, each submits a Response to this Solicitation, such Responses shall be presumed collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Respondent have a direct or indirect ownership interest in another Respondent for the same Project. As provided above, responses found to be collusive or related shall be rejected.

1.21 Respondent in Arrears or Default

The Respondent represents and warrants that the Respondent is not in arrears to the City, City agency, or instrumentality and is not a default as a Contractor, Vendor, Provider or whose default has not been fully cured by the Respondent's surety or otherwise upon any obligation to the City. In addition, the Respondent warrants that the Respondent has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

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

1.22 Conflict of Interest

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

1.23 Assignment or Transfer

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

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

1.24 City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for

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

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

1.25 Termination For Default

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

1.26 Termination For Convenience

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the City's best interests. If the Contract is for supplies, products, equipment, or software and so terminated for the convenience of the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City before termination. To the extent that this Contract is for services, and so terminated, the City of Doral shall be liable only for payment in accordance with the Contract's payment provisions for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any

damages incurred by the counterparty to the Contract in connection with such termination. The selected Contractor may terminate for convenience by providing at least ninety (90) days prior written notice to the City.

1.27 Confidentiality

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

1.28 Anti-Trust/Non-Exclusivity

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

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

1.29 Quantities

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

1.30 Audit Rights and Records Retention

The Successful Respondent agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Successful Respondent that are directly pertinent to the Contract for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the contract's expiration and/or termination.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, to provide the goods or perform the services required by the City under the Contract is a business risk which the Successful Respondent must

assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

The State of Florida's laws shall govern the Contract's validity and effect. The Successful Respondent agrees that any action, mediation, or arbitration arising from the Solicitation or Contract shall occur in Miami-Dade County, Florida.

1.33 Attorney Fees

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

1.34 Disputes

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

1.35 Waiver of Jury Trial

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

1.36 No Partnership or Joint Venture

Nothing contained in this Solicitation or Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Respondent or to create any such relationship between the parties.

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

1.37 Severability

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

1.38 Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation shall indemnify and hold harmless the City, its officers, agents, directors, and employees from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications shall survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent shall, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent shall not limit the responsibility to indemnify, keep, and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Respondent to defend at its own expense to and through appellate, supplemental, or bankruptcy proceedings or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against City whether performed by the Successful Respondent or persons employed or utilized by the Successful Respondent. This indemnity will survive the cancellation or expiration of the Contract.

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

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

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

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

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.

1.39 City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals. Neither the issuance of this Solicitation nor any subsequent Contract shall constitute a waiver of the City's rights as sovereign. In no event shall the City have any obligations or liabilities to the Successful Respondent under the Contract or

otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

1.40 Time is of the Essence

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

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

1.41 Delivery

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

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

1.42 Brand Names

Unless otherwise explicitly provided in this Solicitation, if a brand name, make, manufacturer trade name or vendor catalog is mentioned, whether followed by the words "approved equal" or otherwise, it is the intent of the City that such name is included for the purpose of establishing a grade or quality of material only. The respondent may offer alternatives of equal quality and appropriateness for the City's needs with appropriate identification, samples, and/or specifications. The City shall be the sole judge concerning the merits of items as equals.

1.43 Contract Amendments

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

1.44 Conflicts and Order of Precedence

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

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

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

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

1.45 Contract Interpretation and Construction

The singular includes the plural. "Shall" is mandatory, and "may" is permissive. The masculine gender includes the feminine and neuter. The words "furnish" and "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

Miscellaneous items and accessories that are not explicitly mentioned but essential to produce a complete and properly operating product providing the function

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

1.46 Rights and Remedies

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

1.47 Inspection of Project Records

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

1.48 Notice

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

1.49 Payment

The City as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII,

Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

1.50 Goods and/or Services Added or Deleted

The Work to be performed under any Contract resulting from this Solicitation 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 scope of services in strict accordance with the Contract Documents. Additional goods or services outside of the scope may be added to or removed from this Contract at the City's option. The Awarded Respondent shall be invited to submit price quotes for these additional goods/services. If these quotes are fair and reasonable, the additional goods/services may be awarded to the Awarded Respondent(s), as needed.

1.51 Taxes

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

1.52 Employees

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

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

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

undergoing a sentence of imprisonment except as otherwise provided by applicable laws.

1.53 Subcontractors or Suppliers

Before the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work. In writing, the City shall notify the Successful Respondent of any proposed person or entity to which the City has an objection. The Successful Respondent will not employ any subcontractor or supplier against whom the City may have reasonable objection. Nor will the Successful Respondent be required to employ any subcontractor or supplier accepted by the City unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

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

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City's benefit. Nothing in the Contract shall create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including without limitation any payment to any such person, except as may otherwise be required by law.

1.54 Extensions

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

first one hundred twenty (120) days may occur if the City Manager and the Contractor mutually agree with such extensions.

1.55 Hiring Preference for Procured Projects

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

1.56 Availability of Funds

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.

1.57 Warranty

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new unless otherwise specified and will be of good quality, free from faults and defects and in conformance with this Agreement. All equipment and materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City or its designee, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within this Agreement. 8.34.3 Contractor shall provide to the City or its designee all manufacturers' warranties. All warranties, expressed and/or implied, shall be given to the City for all material and equipment covered by this Agreement. All material and equipment furnished shall be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that are required under state or federal law.

[END OF SECTION]

ARTICLE 2 – SPECIAL TERMS AND CONDITIONS

2.1 Qualifications

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 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 firm shall provide a history of any Criminal or Civil Litigation for a five-year (5) period of time immediately preceding this ITB. The City will review and make a reasonable determination as to whether the suits affect the subject Bidder's responsibility. 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.

All respondents that submit a proposal shall have at a minimum the following qualifications:

- Must have a record of performance in waste disposal services and operation within Florida for at least the five-year (5) period immediately preceding this ITB.
- Must have a three (3) year working history providing waste disposal services to a Local, State or County Government

Failure to satisfy the above minimum qualifications shall result in the disqualification of the subject bidder.

2.2 Licensing

Successful Respondent(s) maintain appropriate occupational/business license and State registration. Failure to possess and maintain the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Under section 607.1503(1), Florida Statutes, Corporations and out-of-state corporations must obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Please also refer City Ordinance No.2004-19, Section 1-2 (B).

2.3 Bid Submittal Instructions

Bids must be submitted in the format and on the forms provided by this Solicitation as Exhibit A. Bids must be typed or printed in black or blue ink only. The use of erasable ink is not permitted. All corrections must be initialed. Any information submitted as part of the response may be attached behind the required forms. Responses by corporate entities 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. Responses by partnerships must be executed in the Partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

2.4 Exceptions

Exceptions to the specifications shall be listed on the Solicitation Response Form, and the applicable section shall be referenced. The City reserves the right to deem Respondents as non-responsive if exceptions are taken to material terms, as determined by the City in its sole discretion.

2.5 Basis and Method of Award

The City will open all submittals received following the stated deadline. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the submittals. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.1 and contain all required forms listed and provided in Exhibit A of this solicitation. The City of Doral shall be the sole judge in determining Respondent's qualifications.

The City, at its sole discretion, reserves the right to inspect any / all Respondent's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and 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

Award shall be made to the lowest cost responsive and responsible bidder. Additionally, the City shall give preference to a responsive and responsible bidder who is a certified veteran business enterprise in accordance with the provisions outlined in City Code Section 2-324(2)(a).

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

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

2.6 Contract Term

The initial term of this contract is expected to be a three (3) year initial term with one (1) two (2) year renewal period for a total of five (5) years. The City shall provide the Awarded Respondent(s) with an award letter after action is taken by the City Council at a fully authorized meeting. If the Respondent awarded the contract fails to enter into the 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 Respondent or re-advertised, as determined by the City. 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.

The awarded Respondent(s) shall maintain the same terms and conditions in the originally awarded contract for the entire term, including renewal options. Continuation of the contract beyond the initial period and any option subsequently exercised is a City prerogative and not the right of the awarded Respondent(s).

2.7 Insurance Requirements

The contractor shall maintain the insurance requirements outlined in the attached Exhibit B at their sole expense and during the term of this agreement. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. Prior to execution of a contract, 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.

2.8 Pricing

If the Respondent is awarded a contract under this ITB solicitation, the prices quoted by the Respondent shall remain fixed and firm throughout the contract's life. However, the Respondent may offer incentives and discounts from this fixed price to the City 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 influencing price. There is no fuel adjustment applicable. The current pricing for FEL service is \$180.55 4 & 6 yard. The current pricing for Roll Off service is \$250 20 yard.

2.9 Sustainability

Any respondent contracting with the City must purchase products or materials with recycled content when those products or materials are required to provide the City with the services specified herein, provided that such recycled content is available at reasonable prices within a reasonable period. This requirement shall not apply if the products or materials fail to meet reasonable performance standards. If the decision was made not to use recycled products, the respondent shall provide the City with a written statement indicating the basis for the decision.

[END OF SECTION]

ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Purpose and Intent

The City of Doral is seeking bids from contractors for a qualified provider of solid waste collection and recycling services at City facilities. Proposers shall be responsible for all labor, machinery, tools, means of transportation, supplies, equipment, materials, services and incidentals necessary to perform the services described herein.

It is the City's intent to select one (1) Contractor to perform contracted services for the scope of this solicitation. The City reserves the right to award to more than one (1) contractor, if necessary and to remove any portion of this project should it deem it to be in the best interest of the City.

3.2 Scope of Work

- 3.2.1 The Contractor/Proposer is required to obtain and maintain the Miami-Dade County and City of Doral Private Hauler Franchise.
- 3.2.2 Services shall be performed during posted operating hours, 7:00 AM to 8: 00 PM including holidays excepting Christmas and New Year, unless dumpster(s) are readily accessible.
- 3.2.3 The City may elect to utilize the awarded Proposer's services in connection with an emergency storm event or other project where federally restricted funding may be utilized. In such cases, the City will issue a separate purchase order for the subject project. In the event the City utilizes Federally restricted funds, the awarded Proposer agrees to be subject to the supplemental terms set forth in the attached and incorporated Exhibit C.
- 3.2.4 The Contractor shall provide dumpsters that are in acceptable condition to the City. Containers with excessive rust, graffiti, damage, or repairs may be rejected by the City. Such dumpsters and compactors, as applicable will remain on the designated sites during the term of the agreement. The Contractor will be responsible for repairing or replacing the container, as necessary, at no additional cost to the City.
- 3.2.5 All containers shall be watertight to prevent leakage of contents.
- 3.2.6 **SOLID WASTE TRANSFER AND DISPOSAL SERVICES:** The Contractor is responsible for delivering all solid waste to a licensed solid waste transfer station or licensed solid waste landfill for disposal. The Contractor must identify the solid waste transfer station and the solid waste landfill that will be used in the performance of this contract. All disposal fees and any other applicable expenses must be factored into the Bid pricing.
- ~~3.2.7~~ **RECYCLING SERVICES:** The Contractor is responsible for following the Miami-Dade County Solid Waste Management Recycling for Business requirements as listed on the recycling law. Business owner must provide a recycling program for their employees. The County can provide technical assistance to help your businesses comply with the recycling

law. For more details please follow the link: [Recycling for Businesses. https://www.miamidade.gov/global/service.page?Mduid_service=ser1495043889337707](https://www.miamidade.gov/global/service.page?Mduid_service=ser1495043889337707)

3.2.8 The facilities and pick-up frequency are outlined within the bid sheet set forth in Exhibit A.

3.2.9 **AMENDMENTS TO SCOPE OF WORK:** 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.

3.3 Performance Evaluation

Throughout the contract period, and on or before Independence Day display(s), the awarded proposer(s) performance will be heavily monitored and closely scrutinized by City staff. The awarded proposer will be evaluated by the City Manager or his/her designee. Without limitation of the City's termination rights, if the awarded proposer(s) performance fails to meet the standards specified within the ITB and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. The City will notify the Awarded Proposer in writing if an unacceptable rating is given. Contract termination, if applicable, shall be pursuant to written notice by the City Manager.

3.4 Contract Changes

The City reserves the right to delete, add or revise items and services under this ITB at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. 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. Items added or revised must be mutually agreed upon in writing by awarded proposer and the City Manager his/her designee.

3.5 Purchase Order Cancellation

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the City's performance standards.

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to Awarded proposer, and Awarded proposer reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon ninety (90) days written notice to the City Manager. In the case of cancellation by the Awarded proposer, reparations must be paid to the City in the amount of 50% of the contract amount.

3.6 Sub-Contracting

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

3.7 Purchasing Agreements with Other Government Agencies

It is hereby made a part of this ITB 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 independently 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 ITB and subsequent contract award.

3.8 References

As part of the ITB evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an ITB constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

3.9 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.

3.10 Method Of Ordering

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

3.11 Payment

Payment is Net 30. Invoices must reflect purchase order number. The City of Doral will pay 100% of the invoice that reflects the contract price after all services have been provided and accepted. Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor.

After services have been performed, the initiating City 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 of the invoice
- Compensation as deemed acceptable by the City due to non-performance.

Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

3.12 Debris

The awarded proposer shall be responsible for the prompt removal of all debris which results from this service.

3.13 Protection Of Property

The awarded proposer shall at all times guard against damage or loss to the property of the City of Doral or that of other awarded proposers or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions bearing a reasonable relationship to the actual loss or damage incurrent, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the awarded proposer or his/her agents. 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.

3.14 Contractor Responsibility

The awarded proposer shall be responsible for the protection of property in the areas in the adjacent vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

3.15 Safety Regulations

Equipment must meet all State and Federal safety regulations.

[END OF SECTION]

ARTICLE 4 – REQUIRED SUBMISSION FORMS

EXHIBIT “A”

INTERESTED RESPONDENTS SHALL SUBMIT THE FOLLOWING FORMS IN THE SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

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

1. Solicitation Response Form
2. Bid Price Sheet
3. Bidder/Proposer Affidavits
4. Conflict of Interest Disclosure
5. Certificate of Authority

SOLICITATION RESPONSE FORM

City of Doral ITB No. 2024-29 Solid Waste Disposal & Recycling Services

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

1. Bidder has the following License (select at least one and attach copy):
 - ☐ State of Florida Certified Electrical Contractor
 - ☐ State of Florida Certified Underground Utility and Excavation Contractor
 - ☐ State Registered Electrical Contractor
2. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
3. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).
4. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:
Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____ Addendum No.: _____ Dated: _____
☐ Check here If no Addenda were issued.
5. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
6. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the

cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

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

11. Communications concerning this Proposal shall be addressed to:

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

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

STATEMENT

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

SUBMITTED THIS ____ DAY OF _____, 2024.

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

BID PRICE SHEET

			Locations						
Location	Address	Container Size	Container Qty	Service Frequency	Service Type	Rental Charges per Month	Cost per Pickup / Tonnage	Other Charges	Total Cost per Month
1. Morgan Levy Park	5300 NW 102 Ave.	6 Yard Roll Out	1	3x per week	Waste				
2. Doral Central Park	3000 NW 87 Ave.	34 Yard Compactor	1	As Needed	Waste				
3. Doral Cultural Center	3000 NW 87 Ave.	6 Yard Roll Out	1	2x per week	Waste				
4. Doral Legacy Park	11400 NW 82 St.	6 Yard Roll Out	3	3x per week	Waste				
5. Doral Glades Park	7650 NW 97 Ave.	6 Yard Roll Out	1	2x per week	Waste				
6. Government Center	8401 NW 53 Terr.	6 Yard Roll Out	1	3x per week	Waste				
7. Government Center	8401 NW 53 Ter.	6 Yard Roll Out	1	1x per week	Recycling				
8. Police Headquarters	6100 NW 99 Ave.	6 Yard Roll Out	1	3x per week	Waste				
9. Police Headquarters	6100 NW 99 Ave	6 Yard Roll Out	1	1x per week	Recycling				
10. Police Substation	3719 NW 97 Ave.	6 Yard Roll Out	1	2x per week	Waste				
			GRAND TOTAL COST PER MONTH						

BIDDER QUALIFICATION STATEMENT

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

BIDDER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO DO SO MAY RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITIONAL COPIES OF THIS FORM, AS NEEDED.

Number of Years Entity has provided waste disposal services within Florida			
Project No. 1			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 2			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	
Project No. 3			
Project Name:			
Project Location:			
Project Description:			
Budget/Cost:		Contract Dates:	
Owner Name:		Reference Name:	
Reference Phone No.:		Reference Email:	

BIDDER/PROPOSER AFFIDAVITS

Business Name: _____

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

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

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

1. Ownership Disclosure

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

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

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

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

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

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

2. Public Entity Crimes

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

3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

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

4. Disability, Nondiscrimination, and Equal Employment Opportunity

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 29 USC Section 794.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act as amended 42 USC Section 3601-3631

5. Conformance with OSHA Standards

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

6. E-Verify Program Affidavit

Affiant certifies the following:

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

7. No Contingency Affidavit

Affiant certifies the following:

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

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

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

8. Copeland Anti-Kickback Affidavit

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

9. Non-Collusion Affidavit

I, the undersigned affiant, swear or affirm that:

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

10. Drug Free Workplace Program

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

- a. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the

workplace no later than five (5) days after such conviction.

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

☐ Select here if Not Applicable

11. Cone of Silence Certification

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

BIDDER AFFIRMATION

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

Bidder Name

Date Signed

Affiant Signature

Affiant Name & Title (Printed)

STATE OF _____
COUNTY OF _____

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

[Notary Seal]

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

CONFLICT OF INTEREST DISCLOSURE

Business Name: _____

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

Business Address: _____

City: _____ **State:** _____ **Zip:** _____

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

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

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

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

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

CERTIFICATE OF AUTHORITY

(IF CORPORATION OR LLC)

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

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

Secretary Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

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

[Notary Seal]

Notary Public for the State of _____

My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF PARTNERSHIP)

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

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

Partner Signature: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

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

[Notary Seal]

Notary Public for the State of _____

My commission expires: _____

CERTIFICATE OF AUTHORITY

(IF JOINT VENTURE)

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

EXHIBIT "B"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

- a. Limits of Liability Bodily Injury & Property Damage Liability
 - i. Each Occurrence \$1,000,000
 - ii. Policy Aggregate (Per Job/Location) \$2,000,000
- b. Endorsements Required
 - City of Doral listed as an additional insured.
 - Waiver of Subrogation in favor of City

II. Business Automobile Liability

- a. Limits of Liability Bodily Injury and Property Damage
 - i. Combined Single Limit \$1,000,000
 - ii. Any Auto/Owned Autos or Scheduled Autos
 - iii. Including hired and Non- Owned Autos
- b. Endorsements Required
 - City of Doral listed as an additional insured
 - Waiver of Subrogation in favor of City

III. Workers Compensation / Employers' Liability

- a. Workers Compensation Limits: Statutory - State of Florida
- b. Waiver of Subrogation in favor of City
- c. Employers Liability Limits:
 - i. \$1,000,000 for bodily injury caused by an accident, each accident
 - ii. \$1,000,000 for bodily injury caused by disease, each employee
 - iii. \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the above 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.

Higher Limits of Liability	\$5,000,000
----------------------------	-------------

V. Pollution Liability

- a. Limits of Liability
 - i. Combined Single Limit \$2,000,000
- b. Endorsements Required
 - City of Doral listed as an additional insured
 - Waiver of Subrogation in favor of City

VI. Errors & Omissions Liability

- a. Limits of Liability
 - i. Combined Single Limit \$2,000,000

- b. Endorsements Required
 - City of Doral listed as an additional insured
 - Waiver of Subrogation in favor of City

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 30 days' written notice of cancellation or material change from the insurer. If the policies do not contain such a provision, it is the responsibility of the CONTRACTOR to provide such notice within 10 days of the change or cancellation.

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

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

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

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the 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 “C”
CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

The following provisions shall be applicable to any Contract for federally funded projects to the extent such provision is required in accordance with federal guidelines and shall supersede any conflicting provisions contained elsewhere in the Contract.

A. BREACHES AND DISPUTE RESOLUTION.

For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the City's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the City Manager for a decision. If there is a disagreement among the parties regarding the decision of the City Manager's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the City and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within The City of Doral.
- (2) Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The City shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The City shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The City reserves the right to terminate this Contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the City shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the City. The City reserves the right to avail itself of any and all remedies available at law or at equity, including claims for damages and injunctive relief. The City further reserves the right to suspend or debar the Contractor in accordance with the appropriate City ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the City's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the City cure said breach. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the terminated Contractor

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor shall, 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this 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.

- (8) The Contractor will include the provisions of this Equal Opportunity clause 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 of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145).

The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - a. In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).
 - c. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed

under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers

- (2) 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 as may be applicable, which are incorporated by reference into this Contract. Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause 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.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City 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 herein, in the sum of \$10 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. 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 herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause 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 herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the City 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 City 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.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251- 1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with applicable standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor also executes and provides the City with, and commits to require all lower tiered contractors to also execute, the certification set out herein regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction. The Contractor shall require all lower tier participants to agree that they: a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City; and b. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to, check the Non-procurement List issued by U.S. General

Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to in good faith the certification required by this clause. The knowledge and information of the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- (3) If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required certification. 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.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this 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/regulatorybackground-comprehensive-procurementguideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), if Contractor is permitted to subcontract work hereunder, such Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

N. ACCESS TO RECORDS.

In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any ITB No. 2024-29 books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) 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.
- (3) 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.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS

The Contractor hereby acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

S. CHANGES

The Contract may be modified by mutual consent, in writing through the issuance of a modification to the Contract.

T. INDEMNIFICATION

For any work performed on Federally funded projects, the Contractor agrees to indemnify and hold harmless the Federal Government, its employees and/or contractors, the County, its employees and/or contractors, and the City and its employees and/or contractors from liability to third parties for claims asserted under the contract.

U. E-VERIFY.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

V. DOMESTIC PREFERENCES FOR SUBCONTRACTOR

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.