

CITY OF DORAL



Invitation to Bid (ITB) No. 2025-11

Purchase and Delivery of Liquid Sodium Hypochlorite Solution

ITB Bid due date: August 12, 2025 at 2:00pm via Demandstar

PROCUREMENT AND ASSET MANAGEMENT DIRECTOR:
ROMAN MARTINEZ, MPA, CPPO, CPPB



City of Doral
Invitation to Bid
Purchase and Delivery of
Liquid Sodium Hypochlorite Solution
ITB No. 2025-11

NOTICE: The City of Doral ("City") hereby gives notice of its intent to seek submission of bids related to this Invitation to Bid (ITB) for the purchase and delivery of Liquid Sodium Hypochlorite. Bids must be received no later than **August 12, 2025 at 2:00pm via Demandstar.**

PROJECT OVERVIEW

The City is soliciting bids from responsive and responsible suppliers of Liquid Sodium Hypochlorite. The City aims to engage a certified chemical distribution company for the delivery of bulk Liquid Sodium Hypochlorite to the Doral Central Park Aquatic Center. The supplier shall provide all labor, materials, equipment, transportation, and services required to deliver Sodium Hypochlorite in accordance with applicable industry standards and regulatory requirements and as outlined in this Invitation to Bid.

SCHEDULE

Issuance/Advertisement Date:	July 9, 2025
Cut-off Date for Written Questions:	July 25, 2025
Deadline for Submittals and Date of Opening:	August 12, 2025, at 2:00 PM Due Electronically via OpenGov Microsoft Teams Need help? Join the meeting now Meeting ID: 246 678 691 706 7 Passcode: 7Cn2Ps7a

The City of Doral has recently moved its bid outsourcing services to Demandstar, all bids related to this Invitation to Bid (ITB) must be uploaded to Demandstar (<https://network.demandstar.com/>). Bids must be submitted electronically through Demandstar by the date and time stated above. The responsibility for submitting a Bid before the stated time and date is solely and strictly that of the Bidder. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Bid, no matter the cause. Any Bids received after the due date and time specified will not be considered.

This Invitation to Bid is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this ITB must be made in writing and be directed to Procurement at the following email at procurement@cityofdoral.com. All inquiries must reference "**ITB 2025-11 Liquid Sodium Hypochlorite.**" in the subject line. No phone calls will be accepted in reference to this ITB. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

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

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

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1.0 GENERAL TERMS AND CONDITIONS

1.1 Definitions

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

“Bid” an offer, typically of a price, made in response to a request or opportunity such as this ITB, often in a competitive setting. It can be an offer to buy something.

“Bidder” is someone who makes an offer, especially when competing with others to buy something or win a contract. It can refer to an individual, company, or other entity participating in a bidding process.

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

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

“Contractor” means the company or entity that will be providing the product or service under this ITB. “Contractor” and “Bidder” may be used interchangeably in this ITB.

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

“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 set forth in this Solicitation. A response to this Solicitation shall not include any verbal interactions with the City apart from submittal of a formal written submittal. The terms “Proposal” and “Bid” are each interchangeable with “Response” and with each other will be used as appropriate in the given context.

“Solicitation” means this formal request to solicit Responses from responsible and responsive

Respondents for the scope and specifications set forth herein. The terms “Invitation to Bid”, “Request for Qualifications”, “Request for Proposals”, and the like are each 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 is awarded a contract in accordance with the terms of this Solicitation. The terms “Successful Proposer”, “Successful Bidder”, “Consultant” 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., good and/or services to be provided) contemplated by this Solicitation and required in accordance with 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 the advertisement thereof 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 such time a recommendation is issued by the City Manager after such additional review.

The Cone of Silence shall not apply to:

- Communications with the City Attorney;
- Oral presentations before evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular Solicitation between a potential Respondent, and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation;
- Duly noticed site visits to determine the competency

of bidders/Respondent(s)s regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;

- Any emergency procurement of goods or services pursuant to City Code;
- Responses to the City's request for clarification or additional information;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

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

1.3 Examination Prior to Submission

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

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

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. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) via email or through Demandstar, also posted on City's procurement website. The addendum will be uploaded to the City's Procurement webpage.

No person is authorized to give oral interpretations of, or

make oral changes to, the Solicitation. The issuance of a written addendum shall be the only official method whereby such a clarification is made. Only questions answered by written addenda shall be binding.

1.5 Withdrawal of Bid/Response

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

1.6 Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

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

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

1.7 Protests

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

1.8 Incurred Expenses

The City shall not be responsible for any expenses incurred by any of the Respondents for the preparation

of their Responses to this Solicitation, or for any associated costs in relation thereto, including without limitation the cost incurred during any presentation or negotiations related to potential award.

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 Bid, Responses & Evaluations

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

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

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

Responses Binding: All Responses submitted in connection with this Solicitation 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: As it relates to RFPs and ITNs, the City reserves the right to conduct interviews or require presentations prior to award. ITBs do not require presentations or interviews, although the City reserves the right to request samples in cases where products are

being purchased.

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 approved by the City. Each sample must be labeled with the Respondent's name and delivered within ten (10) calendar days of the Solicitation opening unless another timeframe is specified in this Solicitation. If samples are requested after the Solicitation opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples. Acceptance or approval of a sample 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 requirements for the Contract.

Proprietary Responses: By submitting a Response, the Respondent acknowledges that the Response will become the property of the City and will not be returned to the Respondents. In the event of 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 hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, which provides that the City will not request documentation of or consider a Respondent's social, political, or ideological interests when evaluating Respondent's responsibility. Respondents are further notified that the City Council will not give preference to Respondents based on their social, political, or ideological interests.

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 Proposals"), 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. If still tied after application of the above preference, the earliest submitted will receive the higher rank.

1.13 Public Records

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

By submitting a Response, Respondent(s) 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 take special note of 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 and shall provide reasons therefore and shall identify the applicable exemption with a reference to the applicable law allowing for the exemption. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.14 Compliance With Applicable Laws

Successful Respondent(s) shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. Lack of knowledge by the Respondent(s) will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral and Miami-Dade County Charter and Codes, and other laws/regulations, will be interpreted to include "as amended from time to time."

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

In the event that any governmental restrictions are imposed that would necessitate alteration of the goods or

services requested by this Solicitation and/or offered by the Successful Respondent prior to delivery or completion, it shall be the responsibility of the Respondent(s) to notify the City immediately. In the event the City determines that the alternation diminishes the City's bargained-for exchange or frustrates the project, the City reserves the right to accept the alteration or cancel the Contract.

1.15 Public Entity Crime

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 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 set forth in this Contract.

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

To the extent applicable, 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,

Contractor shall provide the City with a copy of their written safety program pertaining to the subject of the Contract, if such a program is required by law.

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

1.18 Scrutinized Companies

Respondent must certify that it is not participating in a boycott of Israel and must also certify that it is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. 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 that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City as a further sanction 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 submit a Response to this Solicitation, such Responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Respondent

have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, shall be rejected. The City reserves the right to disqualify Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

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 Bidder has not been declared "not responsible" or "disqualified" by, suspended, or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Respondent's responsibility or qualifications to receive public agreements. The Respondent considers this warrant as stated in this section to be a continual obligation and shall inform the City of any change during the term of the Contract.

The City shall deem as non-responsible, Respondents that the City has determined is in monetary arrears, in debt, or in default to the City at the time 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 purposes of this subsection shall mean direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in

writing by City. Further, Respondent recognizes that with respect to its Response to this Solicitation, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the Response is submitted and may be further disqualified from submitting any future Responses for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form.

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 replacement value of the property at the current market value, less depreciation of the property if any plus any other damages incurred by the City as a result of such loss.

Where Successful Respondents are required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required.

The Successful Respondent shall be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or their agent, representatives, or invitees).

1.25 Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) 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 thirty (30) days prior written notice to Contractors when the City Manager determines it is in the best interest of the City. If the Contract provides for supplies, products, equipment, or software, and is terminated for the convenience, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City prior to termination. To the extent this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered and reasonably accepted by the City 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.

1.27 Confidentiality

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

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

1.29 Quantities

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

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 which are directly pertinent to the Contract, for the purposes of audit, examination, excerpts, and transcriptions. The Successful Respondent shall maintain and retain any and all of the aforementioned records for a minimum of three years after the expiration and/or termination of the Contract.

1.31 Capital and Other Expenditures

Successful Respondent understands that any capital expenditures that the Successful Respondent makes, or prepares to make, in order to provide the goods or perform the services required by the City under the Contract, is a business risk which the Successful Respondent must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures or any other expenses unless otherwise explicitly agreed to by the City in writing and as part of the Contract.

1.32 Governing Law and Venue

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

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 the dispute and send a written copy of its decision to the Successful Respondent, which shall be binding on both parties. The City reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

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

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 in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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

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

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

The Successful Respondent agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Respondent in which the City participated either through review or concurrence of the Successful Respondent's actions. In reviewing, approving or

rejecting any submissions by the Successful Respondent or other acts of the Successful Respondent, the City in no way assumes or shares any responsibility or liability of the Successful Respondent or subcontracted entities, under the Contract.

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

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.

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 performance of the Work.

1.41 Delivery

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

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

1.42 Brand Names

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

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;
- Figured or numerical dimensions shall govern over dimensions obtained by scaling; and
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

1.45 Contract Interpretation and Construction

The singular includes the plural, and the plural includes the singular. "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 which are not explicitly mentioned, but which are essential to produce a complete and properly operating product providing the function indicated, shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

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

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 Taxes

The prices proposed pursuant to the Contract, shall be inclusive of the cost of all applicable sales consumer, use, and other taxes for which the Respondent is liable.

1.50 Employees

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

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

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

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

1.51 Subcontractors or Suppliers

Prior to the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work.

The City shall notify the Successful Respondent, in writing, of any proposed person or entity to which 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 who has been accepted by the City, unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

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

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others shall specifically bind the subcontractor, supplier, or other person to all applicable terms and conditions of the Contract for the City' 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.

1.52 Extensions

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

extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Contractor are in mutual agreement of such extensions.

1.53 Safety Standards

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with the applicable requirement of Occupational Safety and Health Act (OSHA) and any standards thereunder. All items must be accompanied upon delivery with a material data safety sheet (MSDS) where applicable.

[END OF SECTION]

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Purpose

The City is soliciting bids from responsive and responsible suppliers of Liquid Sodium Hypochlorite. The City aims to engage a certified chemical distribution company for the delivery of bulk Sodium Hypochlorite Solution to the Doral Central Park Aquatic Center. The objective is to choose a contractor who will be responsive and responsible in supplying Sodium Hypochlorite to the City as outlined in this Invitation to Bid.

2.2 Inquiries

This ITB is subject to the "Cone of Silence". Accordingly, all questions and/or comments regarding this ITB must be made in writing and be directed to Procurement Director at procurement@cityofdoral.com. All inquiries must reference "**ITB 2025-11 Purchase and Delivery of Liquid Sodium Hypochlorite**" in the subject line. No phone calls will be accepted. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum. The deadline for written questions is **July 25, 2025 at 5:00pm**.

2.3 Due Date

Bids are due no later than **August 12, 2025, at 2:00 PM**. Bids must be submitted electronically through Demandstar <https://network.demandstar.com/> by the date and time stated above. The responsibility for submitting a bid before the stated time and date is solely and strictly that of the Bidder. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered bids, no matter the cause. Any bids received after the due date and time specified will not be considered.

2.4 Qualifications & Experience

The City wishes to engage a firm that is regularly engaged in the business of providing the services as described herein. The vendor must 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, management and field employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral. Awarded Bidder shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, ordinances.

All Bidders must meet the following **minimum qualifications** to be considered for award:

- The bidder that will be submitting a bid, or its principals, shall have a record of performance and operation within Florida for the five (5) years immediately preceding the issuance of this ITB.
- The Bidder shall at minimum have worked with two (2) government entities in Florida for at least three (3) continuous years each. The Bidder must have a good standing performance record with each of the government entities.

- The Bidder must also have been awarded a minimum of two (2) contracts individually worth in excess of \$50,000 per year.

Failure to meet the above-stated mandatory minimum requirements will result in the Bidder's bid being disqualified as non-responsive. The City may consider a bidder responsive where a bidder has less than the stipulated minimum number of years of experience solely where the bidder has undergone a name change and such change-of-name has been filed with the State of Florida, or where the bidder was a subsidiary of a larger firm and the Bidder's firm has been merged into the larger firm. Bidder must include documentation substantiating the above stated minimum requirements as part of its bid for the City to consider crediting the years of experience from Bidder under its previous name, if applicable.

Bidders must show proof of meeting these minimum qualifications by the completion of the forms included in Exhibit A. The City will not accept substitutions for any of the forms under Exhibit A. Identify at least three (3) references for specific projects or contracts referenced to substantiate the bidders or Bidder's team experience, as required in Exhibit A. It is the responsibility of the Bidder to ascertain that the reference/contact person will be responsive.

2.5 Bidder's Bid Submittal Instructions

Bids must be typed or printed in black or blue ink only with 11 point or larger font size on standard Letter size pages. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the response may be attached behind the required forms. Proposals are to be submitted in the following format:

1. **Cover Page:** Show the name of Bidder's company/entity, address, telephone number, and name of contact person, email address, date, and the subject: "Purchase and Delivery of Liquid Sodium Hypochlorite Sodium Hypochlorite Solution ITB 2025-11."
2. **Table of Contents:** Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested in any subsections or forms. All pages should be consecutively numbered and correspond to the Table of Contents.
3. **Letter of Transmittal:** Provide a narrative summary of the Bid in a brief and concise manner including an overview of the Bidder's firm and why the Bidder is the a responsive and responsible supplier in providing the products as requested in this ITB. The letter should not exceed one page in length.
4. **Bidder's attestation of its capability in providing the required supply and service in a responsive and responsible manner:** Outline the bidder's experience, and capabilities in providing the product requested in this ITB. The statement must be written in sufficient detail to permit the City to conduct a meaningful review of the bidder's ability to perform the product and services required herein and must include the following:
 - a. Table of Organization of the Bidder reflecting the reporting structure and inclusive of names & titles.
 - b. List any professional certifications and memberships held by the Bidder
 - c. Attach copies of all Federal, State, County, or local small business certifications or

similar certifications held by Proposer.

- d. Attach copies of business licenses, including Occupation, Florida Registration, commercial pesticide applicator, commercial fertilizer applicator, etc.
- e. Attach a copy of evidence from the State of Florida Division of Corporations that the Proposer is authorized to perform work in the State of Florida

5. Licensing, regulatory, and environmental standards

1. Licensing:

A bidder is required to have the following licensing and shall provide a copy of the license with their bid response.

- a. Bidder to provide a copy of its chemical handling and distribution license.
- b. Bidder to provide its hazardous materials license: Sodium hypochlorite is considered a hazardous material under certain regulatory systems (e.g., OSHA in the U.S.).

2. Transportation Requirements:

A bidder must provide proof that they follow regulatory requirements as to transportation of the Liquid Sodium Hypochlorite Solution:

- a. Compliance with (DOT) regulations in the U.S.
- b. Drivers of the company should have hazmat endorsements and special training.
- c. Delivery vehicles should display placarding and proper containment systems.

3. Environmental Permits and Standards:

Depending on local laws, the preference is for the bidder to have the following:

- a. OSHA (Occupational Safety and Health Administration) requirements (U.S.)
- b. SDS (Safety Data Sheets) for all chemicals on site.
- c. Tier II reporting under EPCRA (U.S.) for large quantities.

6. RFP Required Forms: Proposer shall complete and submit the forms included in Section 4, including but not limited to the Price Sheet.

2.6 Exceptions

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

2.7 Review of Bidder's Bid as to responsive and responsible submission

1. The procedure for Bidder bid review and evaluation is as follows:

- a. The Procurement Department will publicly open sealed bids and record each bidder's information as well as tabulate the price for the product or service.
- b. A bidder is determined to be Responsive = complies with all requirements.
- c. A bidder is determined to be Responsible = capable of fulfilling the contract (past performance, references, financials, etc.).
- d. In cases where a product will need to be inspected to make sure it complies with technical specifications; a technical committee may be assigned by the user

- department to evaluate the product. The technical committee may typically review product-specific characteristics, compliance with specifications, safety documentation, and the vendor's ability to deliver the chemical consistently and safely.
- e. After all procurement's due diligence and the user department technical review, an award recommendation will be announced by the city and a recommendation of award will be presented to the City Manager from the administration for review and approval.
2. After review of the recommendation of award by the City Manager, the City Manager may do any of the following, or a combination thereof: (i) approve and adopt the administration's recommendation, (ii) reject the administration's recommendation in whole or in part, (iii) may require the administration to provide additional information, or (iv) reject all proposals.
 3. The final award may be subject to approval by City Council. The City shall be the sole judge of its own best interests. Therefore, the City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any bids submitted, as well as to reject all bids. The City's decision will be final.

2.8 References and Verification

All Bidders providing a response to this ITB must have their previous clients submit Performance Evaluation Surveys on their behalf. The City of Doral is requesting 3 minimum Performance Evaluations but additional ones may be submitted on the bidders behalf. Bidder's submission of a bid constitutes acknowledgment of the process and consent to investigate. Please send your clients the Performance Evaluation Survey form found on Section 4, your clients will return the survey form to Mr. Roman Martinez Procurement Director at procurement@cityofdoral.com by **August 13, 2025 at 5:00pm.**

2.9 Basis of Award

The City intends to award an agreement to the lowest, **best** responsive and responsible bidder who provides the **best product, price and service.**

2.10 Licensing and Corporate Certificates

Bidder must provide a copy of their occupational/business license and State of Florida business registration prior to award. Bidders must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of bidder's submitted bid. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

2.11 Contract Generally

The City will negotiate a Contract with the bidder that is recommended for award under this ITB, the City Manager's Approval and the City Council's approval, if required. The awarded bidder must execute a contract within thirty (30) days after the City notifies Bidder of the award based upon the requirements set forth in the ITB through action that may have been taken by the City Council at a fully authorized meeting.

2.12 Terms

The City anticipates that the vendor selected under this ITB will provide the product and services for an initial period of three years with two one-year extension renewal options.

2.13 Pricing

If a Bidder is awarded a contract under this ITB solicitation, the prices submitted by the bidder related to product, services and delivery shall not be adjusted without the City's approval in its sole and absolute discretion. However, the Bidder may offer incentives and discounts on its pricing 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 that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

The pricing proposed shall be inclusive of all required components to provide the services herein required, including without limitation all tools, equipment, materials, supplies, furnishing of transportation and services, fuel, power, water, essential communications, and the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the requirements as outlined in this ITB and its specifications.

2.14 Insurance Requirements

The awarded Bidder will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated Exhibit B. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Bidder must furnish a Certificate of Liability Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

[END OF SECTION]

3.0 SCOPE OF WORK / TECHNICAL SPECIFICATIONS

3.1 Scope of Services

The City wishes to engage a bidder that is regularly engaged in the business of providing the services as described herein. The bidder must 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, management and field employees. The term "Technical Specifications" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral. Awarded bidder shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes, local codes, ordinances.

All Bidders must meet the following minimum qualifications to be considered for award under this ITB:

1. EQUIPMENT: Contractor shall provide supplement supply to existing chlorine tanks.
2. SPECIFICATIONS: Contractor shall provide Sodium Hypochlorite (NaOCL) at a concentration of 10.5 percent minimum. If the City determines that the concentration of the chemical does not comply with the bid requirements, the City may:
 - (A) Immediately suspend the work; and
 - (B) Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
3. DELIVERY REQUIREMENTS: Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery, which is necessary in order to prevent the City from running out of sodium hypochlorite in less than 36 hours. The City shall endeavor to minimize the number of "emergency" deliveries.
4. DELIVERY SAFETY: The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Contractor shall furnish, a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to cleanup the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill. (In Conjunction with #6 of Contract Bid)

5. DELIVERY LOCATION:

Doral Central Park, 3005 NW 92nd Ave, Doral, FL 33172

Gallon Size: 2800 (two 1000 tanks)

Approximate delivery: 1000 Gallons every 10-15 days

Operation period: Year-round.

6. SAFETY: The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

- The bidder, or its principals, shall have a record of performance and operation within Florida for the five (5) years immediately preceding the issuance of this ITB.
- The bidder shall at minimum have worked with two (2) government entities in Florida for at least three (3) continuous years each. The Proposer must have a good standing performance record with each of the government entities.

Failure to meet the above-stated mandatory minimum qualifications may result in the Proposer's submittal being disqualified as non-responsive to the ITB requirements. The City may consider a Bidder responsive where the Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Bidder was a subsidiary of a larger firm and the Bidder's firm has been merged into the larger firm. Bidders must include documentation substantiating the above stated minimum requirements as part of its Proposal for the City to consider crediting the years of experience from the Proposer under its previous name, if applicable.

Proposers must show proof of meeting these minimum qualifications by the completion of the forms included in Section 4. The City will not accept substitutions for this form.

4.0 REQUIRED ITB SUBMISSION FORMS

INTERESTED PROPOSERS SHALL SUBMIT THE FOLLOWING FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED. THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS SOLICITATION.

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

- 4.1 Solicitation Response Form
- 4.2 Bidder Qualification Statement
- 4.3 Bid Price Sheet
- 4.4 Required Reference Survey Form
- 4.5 List of Proposed Subcontractors
- 4.6 Bidder/Proposer Affidavits
 - Ownership Disclosure
 - Public Entity Crimes
 - Compliance with Foreign Entity Laws
 - Disability Non-Discrimination & Equal Employment Opportunity
 - Conformance with OSHA Standards
 - E-Verify Program Affidavit
 - Affidavit Regarding Unauthorized Aliens under 448.095, Florida Statutes
 - Affidavit Regarding the Use of Coercion for Labor and Services
 - No Contingency Affidavit
 - Copeland “Anti-Kickback” Act Affidavit
 - Non-Collusion Affidavit
 - Drug Free Workplace Program
 - Cone of Silence Certification
 - Bidder Certification
- 4.7 Conflict of Interest Disclosure
- 4.8 Certificate of Authority

4.1 SOLICITATION RESPONSE FORM

City of Doral ITB No. 2025-11 – Purchase and Delivery of Liquid Sodium Hypochlorite Solution

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 (attach copy):
 - ☐ Chemical handling and distribution license.
 - ☐ Hazardous materials license.
 - ☐ Local Occupational License
2. Bidder is to provide proof of the regulatory requirements as to transportation of the Liquid Sodium Hypochlorite Solution:
 - ☐ Compliance with (DOT) regulations in the U.S.
 - ☐ Drivers of the company should have hazmat endorsements and special training.
 - ☐ Delivery vehicles should display placarding and proper containment systems.
3. Bidder is to provide any proof of compliance with Environmental Permits and Standards:
 - ☐ OSHA (Occupational Safety and Health Administration) requirements (U.S.)
 - ☐ SDS (Safety Data Sheets) for all chemicals on site.
 - ☐ Tier II reporting under EPCRA (U.S.) for large quantities.
4. 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.
5. Bidder/Proposer accepts all of the terms and conditions of the Solicitation. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).

6. 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.

7. 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.
8. Bidder/Proposer further warrants and represents that it has studied carefully all requirements as to delivery of the product to the site, that it has observed all site and 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.
9. 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.
10. 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.
11. 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.
12. 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 the product and delivery of the product.
13. Communications concerning this Proposal shall be addressed to:
- Bidder/Proposer: _____
- Telephone: _____
- Email Address: _____
- Attention: _____
14. The terms used in this response which are defined in the above-referenced Solicitation shall have the meanings assigned to them in such Solicitation.

STATEMENT

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

SUBMITTED THIS ____ DAY OF _____, 2025.

Company Name:

Company Address:

Authorized Representative
Signature:

4.2 BIDDER QUALIFICATION STATEMENT

The Bidder's 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.

PROPOSER MUST PROVIDE DETAILS FULFILLING THE SOLICITATION'S MINIMUM QUALIFICATIONS. FAILURE TO MEET MINIMUM REQUIREMENTS WILL RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITIONAL COPIES OF THIS FORM, AS NEEDED. PLEASE REFER TO SECTION 3.3 OF THE ITB

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:	

4.3 BID PRICE SHEET

Attached below is a Bid Pricing Information Sheet. Please provide unit pricing based on the specifications outlined in the ITB.

PRICING INFORMATION

Item Description	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
Sodium Hypochlorite Solution (10.5% min)	Gallon	[e.g., 2800 gallons per delivery]		
Normal Delivery (within 3 calendar days)	Per Load	[# loads/year]		
Emergency Delivery (within 24 hours)	Per Load	[# emergency loads/year]		
Leak-Free Connection Device (if not included in the unit price)	Each	1		
Other Applicable Fees (describe)				
TOTAL ESTIMATED PRICE:				

DELIVERY AND SAFETY COMPLIANCE

Confirm the following by checking each box:

- ☐ I certify that all transportation equipment used for deliveries will be clean and free of contaminants.
- ☐ I agree to supply all necessary valves, pumps, and hoses for safe and secure product transfer.
- ☐ I will ensure leak-free, City-approved connection devices at each delivery.
- ☐ I understand the City may reject deliveries made with poorly maintained or leaking equipment.
- ☐ I accept liability for spills caused by my equipment or personnel and will ensure immediate cleanup.
- ☐ I will provide emergency deliveries within 24 hours upon request.

VENDOR QUALIFICATIONS

Please attach the following to your bid submission (check each box to confirm inclusion):

- ☐ Proof of five (5) years operation in Florida
- ☐ Documentation of contracts with at least two (2) Florida government entities for three (3) continuous years each
- ☐ Good standing performance documentation for referenced contracts
- ☐ Legal documentation for any name changes or mergers (if applicable)
- ☐ Completed Section 4 forms (as required)

4.4 REQUIRED REFERENCE SURVEY FORM



City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

The Next Line to Be Completed by the Firm Being Referenced:

Firm Name: _____

ITB No. 2025-11 Purchase and Delivery of Liquid Sodium Hypochlorite Solution

The City of Doral is currently evaluating the qualifications of various firms to provide the above services and the indicated firm has listed you as a reference, having performed similar services for your organization. Please take a few moments to complete the following survey and return it to the Firm Representative who requested it. Your assistance in providing this information is appreciated.

This Section To Be Completed by the Reference Provider:

Products / Services being provided by: _____

Since when has the product or services have been provided by the vendor: _____

Project Description: _____

Contract Amount: _____

Was the firm responsive to your needs and requests? ☐ Yes ☐ No

Was there good communication between the client and the firm? ☐ Yes ☐ No

Was the firm proactive in resolving problems and disputes? ☐ Yes ☐ No

Was delivery of the product provided on time consistently ☐ Yes ☐ No

Were the services completed on time and within budget? ☐ Yes ☐ No

Has this firm ever been awarded a repeat contract by your organization for similar services? ☐ Yes ☐ No

Would you award a contract to this firm again for similar services? ☐ Yes ☐ No

How would you rate the overall performance of the firm:

☐ Excellent ☐ Very Good ☐ Satisfactory ☐ Unsatisfactory

Additional Comments: _____

Firm and Person Providing Information:

Printed Name: _____ Title: _____ Signature: _____

Firm Name: _____ Email: _____

Phone Number: _____

4.5 LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the contract.

SCOPE

SUBCONTRACTOR NAME, ADDRESS AND LICENSE #

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If, prior to Notice of the Award, the City or the Contractor has reasonable objection to and refuses to accept any Subcontractor, Supplier, person or organization listed, the Contractor may, prior to Notice of Award, submit an acceptable substitute without an increase in their bid price.

4.6 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.**)
 - X 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. Affidavit Regarding Unauthorized Aliens under 448.095, Florida Statutes

Bidder affirms compliance with Section 2(b)(1) of 448.095, Florida Statutes which affirms that the bidder does not employ, contract with, or subcontract with unauthorized aliens.

8. Affidavit Regarding the Use of Coercion for Labor and Services

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

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

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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: _____

4.7 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	Date	Printed Name of Authorized

4.8 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: _____

4.8 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: _____

4.8 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).

**4.9 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS
UNDER 448.095, FLORIDA STATUTES**

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

Name of Entity

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

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Entity

Date

Address of Entity

State

Zip Code

Notary Public Information

Notary Public State of _____ County of _____

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

By _____

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

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

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

Contractor Name: _____

Contractor FEIN: _____

Contractor's Authorized Representative Name and Title: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

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

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

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

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

4.11 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
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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.

Proposer is to submit a completed

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

SAMPLE AGREEMENT

AGREEMENT BETWEEN THE CITY OF DORAL AND
FOR PURCHASE AND DELIVERY OF LIQUID SODIUM HYPOCHLORITE SOLUTION

THIS CONTRACTUAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into as of the last date signed below by and between the **CITY OF DORAL**, Florida, (hereinafter referred to as “City”), and _____, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as “Supplier”) whose Federal I.D. # is _____.

RECITALS

WHEREAS, the City of Doral will purchase LIQUID SODIUM HYPOCHLORIDE product and delivery (“Services”); and

WHEREAS, the City has issue Invitation to Bid (ITB-2025-11 - Purchase and Delivery of Liquid Sodium Hypochlorite Solution; and

WHEREAS, as result of the ITB-2025-11 issued by the City of Doral, the City Manager approves the selected services provider under ITB – 2025-11 and will request from the City Council authorization to enter into an Agreement with _____; and

WHEREAS, the City wishes to contract with _____ to provide the desired Product and Services under ITB-2025-11 and described below, subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein name, the parties agree as follows:

TERMS

1. **RECITALS.** The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof for reference.

2. **THE CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement, as well as the following documents which are specifically incorporated into this Agreement by reference. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibit or attachments, the terms and conditions of this agreement shall prevail, and the following order of precedence shall be observed:

- a. This Agreement
- b. Exhibit A - Required Certifications and Affidavits
- c. Exhibit B - Invitation to Bid No. 2025-11 for Purchase and Delivery of Liquid Sodium Hypochlorite Solution
- d. Exhibit C - Supplier’s Bid Submission
- e. Exhibit D - Price Sheet

(collectively, hereinafter referred to as the “Contract Documents”).

3. **SERVICES.** Supplier shall provide the services pursuant to the terms and conditions set forth in the Contract Documents, as more particularly described in the Contract Documents (hereinafter referred to as "Services").

The Services shall be performed by Supplier to the full satisfaction of the City. Supplier agrees to furnish all labor and material in a good and workmanlike and professional manner to perform Services. Supplier agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Supplier agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements and persons. Supplier will require its employees to perform their work in a manner befitting the type and scope of work to be performed. In the event that the Supplier fails to complete the Services pursuant to the terms of this contract and City must undertake the completion of performance of Services, Supplier agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Supplier's failure to perform the Services.

4. **TERM.** Subject to the provisions relating to the termination of this Agreement as set forth hereunder, the initial term of this Agreement shall be for three years from the Effective Date of contract signature. Prior to, or upon completion of that initial term, the City shall, at its sole and absolute discretion, have the option to renew the contract for two (2) additional one (1) year periods under the same terms and conditions, contingent upon the renewal of the contract by the City of Doral, Florida.

Payment will be made only for work completed to the satisfaction of the City. Supplier is to commence performance of work from the date of this Agreement and continue in a diligent manner until completion of the Services. The terms of Sections 12, 15, and 17 entitled "Public Records," "Indemnification and Waiver of Liability," and "Compliance with Law," respectively, shall survive termination of this Agreement.

5. **COMPENSATION.** During the term of this Agreement, in whatever capacity rendered, the City shall pay Supplier for Services pursuant to the bid price sheet attached hereto as Exhibit "D". Payment to Supplier for all charges and tasks under this Agreement shall be in accordance with the Contract Documents and the bid price sheet as reflected in Exhibit "D", under the following conditions:

- a. **Disbursements.** There are no reimbursable expenses associated with this contract except for expenses approved by the City Manager.
- b. **Payment Schedule.** Invoices received from the Supplier pursuant to this Agreement will be reviewed by the City's Public Works Department and shall comply with Section _____ of the ITB. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment.
- c. **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 Supplier.

Supplier 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 Supplier 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 Supplier. Supplier 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 Supplier further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

6. **INDEPENDENT SUPPLIER RELATIONSHIP.** The Supplier is an independent Supplier and shall be treated as such for all purposes. Nothing contained in this Agreement or any action of the parties shall be construed to constitute or to render the Supplier an employee, partner, agent, shareholder, officer or in any other capacity other than as an independent Supplier other than those obligations which have been or shall have been undertaken by the City. Supplier shall be responsible for any and all of its own expenses in performing its duties as contemplated under this Agreement. The City shall not be responsible for any expense incurred by the Supplier. The City shall have no duty to withhold any Federal income taxes or pay Social Security services and that such obligations shall be that of the Supplier, other than those set forth in this Agreement. Supplier shall furnish its own transportation, office and other supplies as it determines necessary in carrying out its duties under this Agreement.

7. **INSURANCE.** Supplier shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the following minimum insurance coverage to protect the City and Supplier against all loss, claims, damage and liabilities caused by Supplier, its agents or employees, as indicated below:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per job or project)	\$4,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$4,000,000

B. Endorsements Required

City of Doral listed as an additional insured.
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage

Combined Single Limit

Any Auto/Owned Autos or Scheduled Autos

Including hired and Non-Owned Autos

Any One Accident

\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee.

\$1,000,000 for bodily injury caused by disease, policy limit.

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

V. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

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 V" as to financial strength, by the latest edition of AM Best's Insurance Guide, or its equivalent.

Coverage and Certificates of Insurance are subject to review 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.

Insurance required of the Supplier shall be primary to, and not contribute with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish the Supplier's Indemnification and obligations hereunder. The insurance policy shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. Before any work under this Agreement is performed, and at any time upon request, Supplier shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured. All policies shall contain a waiver of subrogation endorsement. All policies and certificates shall be in forms and issued by insurance companies acceptable to the City Manager or his or her designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. Supplier shall also require and ensure that each of its sub-Suppliers providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein. **ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

8. **TERMINATION AND REMEDIES FOR BREACH.**

- A. If, through any cause within reasonable control, the Supplier shall fail to fulfill in a timely manner or otherwise violate any of its covenants, agreements or stipulations under this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the City shall notify the Supplier of its violation of the particular terms of the Agreement and grant Supplier thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the City may terminate this Agreement, and the City shall receive a refund from the Supplier in an amount equal to the actual cost of a third party to cure such failure. If Supplier fails, refuses or is unable to perform any term of this Agreement, City shall pay for services rendered as of the date of termination.
 - (i.) In the event of termination, all finished and unfinished documents, data and other work product prepared by Supplier shall be delivered to the City and the City shall compensate the Supplier for all Services satisfactorily performed prior to the date of termination.
 - (ii.) Notwithstanding the foregoing, the Supplier shall not be relieved of liability to

the City for damages sustained by it by virtue of a breach of the Agreement by Supplier and the City may reasonably withhold payment to Supplier for the purposes of set-off until such time as the exact amount of damages due the City from the Supplier is determined.

- B. Termination for Convenience of City. The City may, for its convenience and without cause terminate the Services then remaining to be performed at any time by giving Supplier thirty (30) days written notice. The terms of Paragraph 10A(i) and A(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Supplier is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

9. **CONFIDENTIAL INFORMATION.** The Supplier shall not, either during the term of this Agreement or any time for a period of ten (10) years subsequent to the date of expiration of termination of this Agreement, disclose to any person or entity, other than in the discharge of the duties of the Supplier under this Agreement, any information which the City designates in writing as "confidential." As a violation by the Supplier of the provisions of this Section could cause irreparable injury to the City and there is no adequate remedy at law for such violation, the City shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin the Supplier from violating such provisions.

10. **JURISDICTION, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the City to file a lawsuit to enforce any term or provision under this Agreement and the City is the prevailing party then the City shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, SUPPLIER AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28, Florida Statutes.

11. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the City:	City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166	With a copy to: City Attorney City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
If to the Supplier:	_____ _____ _____ _____	

12. **PUBLIC RECORDS.** The Supplier shall be required to comply with the following requirements under Florida's Public Records Law:

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

(ii.) Upon request from the City, Supplier 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.) Supplier 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 Supplier does not transfer the records to the City.

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

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'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.

13. **AUDIT.** The Supplier shall make available to the City or its representative all required financial records associated with this Agreement for a period of three (3) years.

14. **NON-DISCRIMINATION.** The Supplier agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights

Act of 1968 as amended, Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11248 as amended by Executive Orders 11375 and 12086. The Supplier will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

The Supplier will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Supplier agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 708), which prohibits discrimination against the handicapped in any Federally assisted program.

15. **CONFLICT OF INTEREST.** The Supplier agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the City of Doral Code of Ordinances, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The Supplier covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of Services under this Agreement. The Supplier further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Supplier. The Supplier guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

16. **INDEMNIFICATION AND WAIVER OF LIABILITY.** To the fullest extent permitted by law, the Supplier agrees to indemnify and hold-harmless the City, its agents, representatives, officers, directors, officials and employees from any claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees to the extent cause, in whole or in part, by the negligence, error or omission of the Supplier or persons employed or utilized by the Supplier in performance of Services under this Agreement.

Supplier shall at all times hereafter indemnify, hold harmless and, at the City's option, defend or pay for an attorney selected by the City to defend City, its agents, representatives, officers, directors, officials and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by the intentional or negligent act of, or omission of Supplier, including those of their employees, agents, servants, or officers, or accruing, resulting from, or directly related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action or demand, Supplier shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City.

The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City, any sum due Supplier under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. The parties agree that One Hundred Dollars (\$100.00) represents specific consideration to the Supplier for the indemnification set forth in this Agreement.

17. **COMPLIANCE WITH LAW.** Supplier shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement ("Applicable Laws") and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated under this Agreement.

18. **CONFLICTING PROVISIONS.** The terms and conditions in this Agreement shall supersede and take priority over any inconsistent or conflicting provisions that are contained in any other document, including but not limited to the Exhibits.

19. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Suppliers must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Suppliers must submit the certification that is attached to this agreement as Exhibit "A". Submitting a false certification shall be deemed a material breach of contract.

The City shall provide notice, in writing, to the Supplier of the City's determination concerning the false certification. The Supplier shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Supplier does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135.

20. **E-VERIFY.** Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Supplier enters into a contract with a subSupplier, the subSupplier must provide the Supplier with an affidavit stating that the subSupplier does not employ, contract with, or subcontract with an unauthorized alien. In

accordance with Florida Statute 448.095, Supplier is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Supplier during the contract term. Further, Supplier must also require and maintain the statutorily required affidavit of its subSuppliers. It is the responsibility of Supplier to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The Supplier must retain the I-9 Forms for inspection, and provide the attached E-Verify Affidavit, attached hereto as Exhibit "A".

21. MISCELLANEOUS.

A. In the event any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provisions had been severed and deleted.

B. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original for all purposes.

C. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and it shall supersede all previous and contemporaneous oral and written negotiations, commitments, agreements and understandings relating hereto.

D. Any modification of this Agreement shall be effective only if in writing and signed by the parties to this Agreement.

E. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

Print Name

ATTEST:

BY: _____
Connie Diaz, City Clerk

CONTRACTOR

XXXXXXXX XXXXXXXXXXXX

CITY OF DORAL

BY: _____
xxxxxxxxxxxxx, Interim City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: _____
xxxxxx xxxxxxxx, City Attorney

Attachments:

Exhibit A - Required Certifications and Affidavits

Exhibit B - Invitation to Bid No. 23-05-12 for Emergency Sandbag, Sand and Support Services

Exhibit C - Supplier's Bid Submission

Exhibit D - Price Sheet

Exhibit E – Certificate of Liability Insurance (COI)

DRAFT

Exhibit A - Required Certifications and Affidavits

DRAFT

**Exhibit B - Invitation to Bid No. 2025-15 for Emergency Sandbag, Sand and Support
Services (the “ITB”)**

Incorporated into this Agreement

DRAFT

Exhibit C - Supplier's Bid Submission

Incorporated into this Agreement

DRAFT

Exhibit D - Price Sheet

DRAFT

Exhibit E – Certificate of Liability Insurance (COI)

DRAFT