



**City of Doral**  
**ITB 2025-15**  
**Emergency Sandbag, Sand and**  
**Support Services**  
**Addendum No. 2**

July 10, 2025

The original Invitation to Negotiate (ITN) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

The following are answers to questions from prospective proposers of ITB-2025-15.

Amended pages of the ITB solicitation:

- Solicitation page 30, Solicitation Response Form has been amended. Outlined licenses as part of item no. 1 have been omitted as they do not apply to this ITB procurement. Attached to this Addendum is a revised page 30 which shall replace the original in the ITB.
- Section 3.21 – Performance and Payment Bonds on page 25 is hereby omitted. Due to the anticipated cost related to the product or services, this ITB does not need Performance and Payment Bonds. Subsequent section numbers have been updated, attached are pages 25-28 which have been revised and shall replace the originals in the document.
- Bidder Qualification Statement Form under section 4, page 33 has been amended, attached is the revised version which shall replace the original form in the ITB document.

If you should have any questions regarding this addendum, please do not hesitate to contact [roman.martinez@cityofdoral.com](mailto:roman.martinez@cityofdoral.com).

Sincerely,

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

## **SOLICITATION RESPONSE FORM**

### **City of Doral ITB No. 2025-15 Emergency Sandbag, Sand and Support Services**

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

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

### **3.17 Sub-contracting Work**

The successful contractor will not be allowed to sub-contract work for this contract with prior notice and authorization/approval by the City, for any work not within his capacity. The bidder shall have in their possession all equipment necessary to perform the work. Provide information of equipment to be utilized in performing the work.

### **3.18 Sanitary Facilities**

If required, the Contractor shall supply temporary (portable) sanitary facilities for use by the Contractor's personnel during the duration of work.

### **3.19 Stock Piling and Storage**

No stock piling of material and or equipment on the job site will be allowed without prior written approval of the Director of Public Works or as stipulated in the contract specifications. Debris shall not be stockpiled under any circumstance, but shall be removed from the premises.

### **3.20 Placement debris container**

Due to the limited space in all city locations, placement of any debris container shall require authorization from the Director of Public works.

### **3.21 Insurance**

Please refer to Section 4, Exhibit "B" of this ITB.

### **3.22 Qualifications**

The Contractor, before the award of Contract, may be required to establish that he has the necessary facilities, plant, experience and financial resources to perform the work in a satisfactory manner and maintain at his own expense in a sanitary condition such accommodation for the use of his employees as is necessary to comply with the requirements and regulations of the State Board Health or the Dade County Health Department and FEMA. He shall neither commit nor allow any public nuisance. He shall provide any adequate supply of drinking water for his employees.

### **3.23 Damages to properties**

The Contractor shall preserve from damage all property, public or private, by consequence of his operations, and whatever such damage occurs, shall be immediately restored to its original condition by the Contractor and at his own expense. In case of failure to do so, upon forty-eight (48) hours notice, the City may proceed to repair such damage as he may deem necessary, and charge the cost thereof to the Contractor under his Contract.

### **3.24 Scheduling of Work**

The Director of Public Works is to indicate the points of beginning, the order of procedure and schedule of work, so that maximum working time may be afforded the Contractor with minimum interference with other work, or the normal use of streets or other facilities. As agreed in the stipulations of the contract by both parties.

### **3.25 Ability to Complete the Work**

If the Contractor fails to begin the work under Contract within the time specified, or fails to perform the work with sufficient workmen and equipment to insure the prompt completion of the work, or shall perform the work unsuitably, or shall discontinue the prosecution of the work, or from any other cause whatsoever shall not carry on the work in an acceptable manner and in accordance with the terms of the Contract, it shall be deemed a breach of this contract and the City shall have the right to terminate this contract. In addition, the City may give notice in writing to the Contractor and his Surety of such dally, neglect, or default, and upon the Contractor's failure to comply with such notice, shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the costs of completing the work under Contract, shall be deducted from any money due or which may become due the Contractor, in cases where the expense so incurred by the City is less than the sum which would have been payable under the Contract. If the work has had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In cases where such expenses exceed the sum that would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.

### **3.26 License Confirmation**

The Contract will not be executed, nor will payments be made to the Contractor unless Contractor has furnished proof to the City of Doral that said contractor ort sub-contractor holds a valid license issued for required within the State of Florida.

### **3.27 Performance Evaluation**

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

### **3.28 Contract Changes**

The City reserves the right to delete, add or revise items and services under this ITB at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. In the event the City determines that a portion of the scope must be removed from this contract, the pricing must be adjusted accordingly. Note the City may elect to include additional facilities, in which case pricing shall be negotiated consistent with the pricing provided for similar facilities in the selected Contractor's bid. Items added or revised must be mutually agreed upon in writing by awarded proposer and the City Manager his/her designee.

### **3.29 Purchase Order Cancellation**

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

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

### **3.30 Sub-Contracting**

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

### **3.31 Purchasing Agreements with Other Government Agencies**

It is hereby made a part of this ITB that the submission of any proposal response to this request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the proposer. At the option of the awarded proposer/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the awarded proposer/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this ITB and subsequent contract award.

### **3.32 References**

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

### **3.33 Background Information**

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

### **3.34 Method Of Ordering**

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

### **3.35 Payment**

Payment is Net 30. Invoices must reflect purchase order number. The City of Doral will pay 100% of the contract price after all services have been provided and accepted. After services have been performed,

the user department will evaluate services provided in accordance with the specifications. Failure in the awarded proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

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

### **3.36 Debris**

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

### **3.37 Protection Of Property**

The awarded proposer shall at all times guard against damage or loss to the property of the City of Doral or that of other awarded proposers or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions bearing a reasonable relationship to the actual loss or damage incurrent, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the awarded proposer or his/her agents. In no event shall this language be interpreted as a waiver of the City's rights or remedies under the Contract or under applicable law or in equity.

### **3.38 Contractor Responsibility**

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

[END OF SECTION]

## **BIDDER QUALIFICATION STATEMENT**

The response to this questionnaire will be utilized as part of the City's evaluation to ensure that the Bidder meets, to the satisfaction of the City, the minimum requirements for participating in this Solicitation. **BIDDER ACKNOWLEDGES THAT THEY HAVE THE ABILITY, PRODUCTS, EQUIPMENT, MATERIALS AND WORKFORCE TO PROVIDE THE SERVICES REQUIRED UNDER THIS ITB.**

\_\_\_\_\_  
Authorized Signature from Bidder

\_\_\_\_\_  
Date

**BIDDER IS TO PROVIDE THREE SAMPLE REPRESENTATIVE PROJECTS WHEREBY THEY HAVE PROVIDED SIMILAR SERVICES AS REQUESTED IN THIS ITB. THESE THREE SAMPLE PROJECTS WILL MEET THE BIDDERS MINIMUM QUALIFICATIONS UNDER THIS ITB. FAILURE TO DO SO MAY RESULT IN A DETERMINATION OF NON-RESPONSIVENESS. ADDITIONAL PROJECTS MAY BE ADDED BY COMPLETING ADDITIONAL COPIES OF THIS FORM, AS NEEDED.**

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