

**RESOLUTION NO. 14-36**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ACCEPTING THE PROPOSAL AND APPROVING A CONTRACT BETWEEN THE CITY AND ENVIRO WASTE SERVICES GROUP, INC.; IN AN AMOUNT NOT TO EXCEED \$696,100.00 FOR THE INITIAL TWO YEAR PERIOD OF THE CATCH BASIN MAINTENANCE PROGRAM WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in response to Request for Proposal #2013-32 titled "Catch Basin Maintenance Program" (the "Project"), the City of Doral received one (1) proposal by the January 15, 2014 deadline with the proposing firm meeting the required criteria; and

**WHEREAS**, upon review of the proposal received, Staff determined that Enviro Waste Services Group, Inc. was the only responsive and responsible proposer (the "Contractor"); and

**WHEREAS**, a copy of Contractor's submittal to RFP #2013-32, and the Contract Agreement are attached as Exhibit A; and

**WHEREAS**, the City Council finds that accepting the proposal and entering into a contract for the Project with the Contractor is in the best interest of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated herein.

**Section 2. Approval.** The Contract between the City and Contractor for the Project in an amount not to exceed \$696,100.00 a copy of which is attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

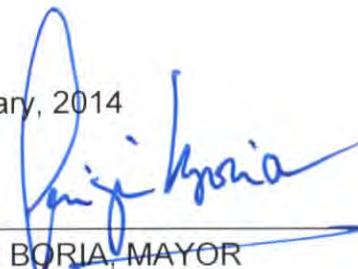
**Section 3. Effective Date.** This Resolution shall take effect immediately upon adoption.

**[Section left blank intentionally]**

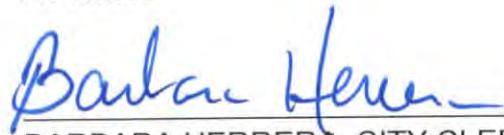
The foregoing resolution was offered by Councilmember Ruiz who moved its adoption. The motion was seconded by Mayor Boria and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

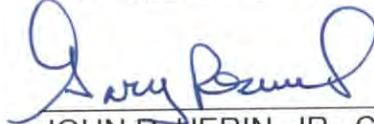
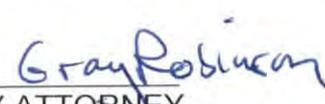
PASSED and ADOPTED this 19<sup>th</sup> day of February, 2014

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

   
\_\_\_\_\_  
JOHN R. HERIN, JR., CITY ATTORNEY

**RESOLUTION No. 18-30**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE EXTENSION OF INVITATION TO BID #2013-32, "CATCH BASIN MAINTENANCE PROGRAM" UNDER THE SAME TERMS, COST, AND CONDITIONS, UNTIL SEPTEMBER 30, 2018, IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on December 11, 2013, RFP #2013-32, "Catch Basin Maintenance Program," was issued for the purpose of providing catch basin maintenance services to the City's stormwater drainage infrastructure; and

**WHEREAS**, a two-year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc. by Resolution No. 14-36; and

**WHEREAS**, the initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017, and the second and final one-year extension is set to expire on March 24, 2018; and

**WHEREAS**, the City's current contract with EnviroWaste Services Inc. provides the City with competitive prices as evidenced by the number of municipalities and Doral communities that have adopted the City's contract; and

**WHEREAS**, City staff recommends that the City Council extends ITB #2013-32, under the same terms, costs and conditions, until September 30, 2018 in order to perform the necessary current market analysis and be able to determine if extending the current contract for a longer period will be in the best interest of the City of Doral.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The extension of ITB #2013-32 to September 30, 2018 under the same terms, costs and conditions, in an amount not to exceed budgeted funds, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the contract extension and expend budgeted funds on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 13 day of February, 2018.

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY

**RESOLUTION No. 18-156**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS IN FAVOR OF ENVIROWASTE FOR CATCH BASIN MAINTENANCE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION OF THE AGREEMENT WITH ENVIROWASTE FOR AN ADDITIONAL TWO (2) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO ONE (1) YEAR PERIODS UNDER THE SAME TERMS, CONDITIONS, AND PRICES OF THE ORIGINAL CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on December 11, 2013, the City of Doral (the "City") issued Request for Proposal #2013-32, "Catch Basin Maintenance Program" (the RFP) for the purpose of obtaining catch basin maintenance services for the City's stormwater drainage infrastructure; and

**WHEREAS**, via Resolution 14-36, a two-year contract with an option to renew for an additional two one-year periods was awarded to EnviroWaste Services Inc.; and

**WHEREAS**, the initial two (2) year period of the contract expired on March 24, 2016, the first one-year extension expired on March 24, 2017, and the second and final one-year extension expired on March 24, 2018; and

**WHEREAS**, Resolution No. 18-30 granted the Public Works Department ("PWD") a six-month extension period which is set to expire on September 30, 2018 in order to perform a market analysis and be able to determine if extending the current contract for a longer period will be in the best interest of the City of Doral; and

**WHEREAS**, the result from the market analysis confirms that the City's current contract with EnviroWaste Services Inc. provides the City with competitive prices,

quality, and reliability as evidenced by the number of municipalities and Doral communities that have adopted the City's contract; and

**WHEREAS**, section 2-321 of the City of Doral Code of Ordinances authorizes the waiver of the City's competitive bidding process, upon the recommendation of the City Manager that is in the City's best interest to do so due to the nature of the good and/or services; and

**WHEREAS**, based on the market analysis conducted by PWD, the City Manager has recommended the waiver of the competitive bid because it is in the City's best interest; and

**WHEREAS**, staff respectfully requests that the City Council authorize the City Manager to extend ITB #2013-32, under the same terms, costs and conditions, for two (2) years with the option to renew for an additional two one (1) year terms.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Waiver.** Pursuant to Section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bid process is hereby waived in favor of Envirowaste, Inc. This waiver in and of itself, absent an agreement, does not vest Envirowaste with any contractual rights.

**Section 3. Approval.** The extension of the agreement between the City of Doral and Envirowaste, Inc. for Catch Basin Maintenance services for two (2) years with

the option to renew for an additional two one (1) year terms under the same terms, costs and conditions, in an amount not to exceed budgeted funds, is hereby approved.

**Section 4. Authorization.** The City Manager is authorized to execute the work orders and expend budgeted funds on the behalf of the City.

**Section 5. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

The motion was seconded by Councilmember Mariaca and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 12 day of September, 2018.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.  
CITY ATTORNEY



Edward Rojas  
City Manager

September 14, 2018

EnviroWaste Services Group, Inc.  
18001 Old Cutler Road, Suite 554  
Palmetto Bay, FL 33157

Ref: RFP #2013-32, Catch Basin Maintenance Program- Contract Extension

Dear Mr. Fojon,

As you are aware, the above referenced contract is for an initial term of two (2) years with the option to renew for an additional two one (1) year terms. The initial two (2) year contract expired on March 24, 2016, the 1<sup>st</sup> one year extension expired on March 24, 2017 and the 2<sup>nd</sup> one year extension expired on March 24, 2018. A final 6-month extension was given and will expire on September 30, 2018.

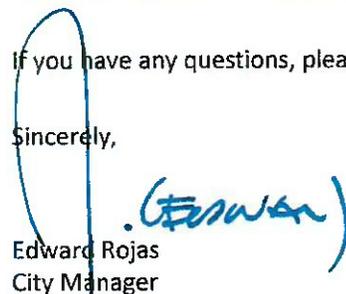
The City of Doral hereby invites your firm to extend the contract for two (2) years with the option to renew for an additional two one (1) year term. This Contract extension will be under the same terms, conditions and prices as the original contract and will expire on September 30, 2020.

The City wishes to thank you and your team for the services you have provided over the last year. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral.

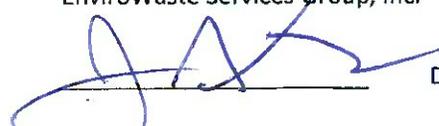
Please kindly confirm receipt of this letter at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

  
Edward Rojas  
City Manager

Accepted: EnviroWaste Services Group, Inc.

  
Date: 9-18-18

# EXHIBIT "A"





# CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Public Works Dept.

*Department*

Delivered by: Luisy Barrera

*Name*

Date of Transmittal: 3.18.14

City Clerk's Date Stamp  
03-19-14A10:50 RCVD

The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract

Agreement

Lease

Deed

Bond Documentation

Vehicle Title

Special Magistrate Order

Other:

EnviroWaste Services Group, Inc. for  
Catch Basin Maintenance Program

Is this record (master) copy to be recorded with the County Clerk?  Yes  No

Is this contract/ agreement:  Capital Improvement  Non Capital Improvement

Description of Record Copy: Professional Services Agreement w/EnviroWaste for Catch Basin Maintenance Program

Three (3) Sets: Please return two (2) sets to PWD. Thank you.

Approved by Council:  Yes  No Council Meeting date: 2/19/14

### Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by Barbara Heuer

Returned to originating Department for the following corrections on: N/A (Date)

Digital archive: 3/20/13 (Date) Hard copy archive: 3/20/14 (Date)

Tracking Log: 3/20/14 (Date) Website: 3/20/14 (Date)

Copy provided in electronic format to originating Department on 3/20/14 (Date)

Originals returned on N/A (Date)

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
EnviroWaste Services Group, Inc.  
FOR  
Catch Basin Maintenance Program

THIS AGREEMENT, dated as of the 24 day of March 2014, is made between **EnviroWaste Services Group, Inc.**, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

**WHEREAS**, the City desires to engage the Vendor to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

1. **Scope of Services/Deliverables.**
  - 1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.
  - 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.
  
2. **Term/Commencement Date.**
  - 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through **March 24, 2016**, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an **additional two (2) one (1) year periods** by written notice to the Vendor.

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

v On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed **\$696,100 in the first two year period of the Contract**, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

- 11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

- 12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.
- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

- For the City: Joe Carollo, City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166
- With a Copy to: John Herin, Jr., Esq  
City Attorney  
Gray Robinson, P.A.  
401 E. Las Olas Blvd., Suite 1850  
Ft. Lauderdale, Florida 33301
- For The Vendor: Eduardo Barba, President  
EnviroWaste Services Group, Inc.  
4 SE 1<sup>st</sup> Street, Second Floor  
Miami, Florida 33131

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its President, whose representative has been duly authorized to execute same.

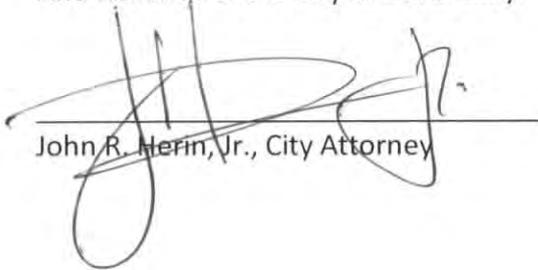
Attest:

**CITY OF DORAL**

  
Barbara Herrera, City Clerk

By:   
Joe Carollo, City Manager  
Date: 3/17/14

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

  
John R. Herrin, Jr., City Attorney

**Vendor**

By:   
Its: Eduardo Baha, President  
Date: 3/19/14



**City of Doral**  
**Request for Proposal**  
***Catch Basin Maintenance***  
***Program***

**RFP #2013-32**

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**EXHIBIT A: INSURANCE**  
**EXHIBIT B: AGREEMENT**

**PDF ATTACHMENTS:**

- **Doral Street Map (Road Allocation Map)**



# City of Doral

## Request for Proposal

### *Catch Basin Maintenance Program*

#### **RFP #2013-32**

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed proposal for consideration to provide the services detailed in the scope of services listed below shall be received by Joe Carollo, City Manager, City of Doral, 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 33166 until **11:00 am on January 15, 2014**. The submittals shall be clearly marked **“Catch Basin Maintenance Program, RFP #2013-32”**.

**All submittals shall be publicly opened and recorded on January 15, 2014 at 11:00 am.** Late submittals shall not be accepted or considered. **A mandatory pre-bid meeting shall be held on Friday, December 20, 2013 at 11:00 a.m. at Doral Government Center, Third Floor Training Room.**

Respondents are to deliver **One (1) original and three (3) copies** in separate 3 ring binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposal. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the proposal.** **No proposal will be accepted without this requirement.**

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

## **PROJECT OVERVIEW**

The City of Doral desires to retain the services of a licensed contractor for the purpose of providing storm drainage system cleaning services. Contractor shall furnish all labor, materials, and equipment necessary for the cleaning of City owned/operated storm drainage system throughout the municipal boundaries as more particularly described herein. Services shall be provided on a Per Unit Price basis as indicated in the Proposal form. Through a Request for Proposal process described herein, licensed contractors interested in assisting the City with the provision of such services must prepare and submit a proposal packet in accordance with the procedure and schedule in this RFP. The City will review submittals only from those contractors that submit an RFP packet which includes all the information required to be included as described herein.

The City intends to award a contract for Catch Basin Maintenance to the contractor that: possesses qualified man power, equipment, administrative capabilities to provide the proposed services, possesses previous experience on this type of work and provides the best offer and prices deemed to be the greatest benefit to the City.

It is the intent of the City to award a contract for an initial two (2) year terms with an option to renew for two additional one (1) year periods for a possible total of four (4) years, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

All questions or comments should be directed to the following email at **procurement@cityofdoral.com**. Inquiries must reference ***Catch Basin Maintenance Program, RFP #2013-32*** in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

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

## SCHEDULE OF EVENTS

**Mandatory Pre-Bid/Proposal Meeting:** 11:00 a.m. EST, Friday, December 20, 2013

**Deadline for Written Questions:** 5:00 p.m. EST, Wednesday, January 8, 2014

**Deadline for Submittal and Proposal Opening:** 11:00 a.m. EST, Wednesday, January 15, 2014  
City of Doral, Government Center  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
For directions call (305) 593-6725

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

## SECTION 1 - GENERAL CONDITIONS

### 1.1 **DEFINITIONS**

#### (i) **We/Us/Our/City**

These terms refer to the City of Doral, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organization including, as content will indicate.

#### **Procurement Division**

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

#### **Departments**

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

#### **Authorized Representative**

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

#### (ii) **You/Your**

The term refers generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Bidder will have different obligations than "you" as a Successful Bidder will have upon awarding of this contract.

#### **Proposer/Respondent/Bidder**

Any business entity submitting a response to this solicitation.

#### **Successful**

#### **Proposer/Respondent/Bidder**

The Bidder whose response to this solicitation is deemed to be the most advantageous to the City. A Bidder/Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFP and a Notice of Commencement will be issued.

#### (iii) **Bid/RFP**

The written, sealed document submitted by the Bidder according to the ITB/RFP instructions. A response to this ITB/RFP shall not include any verbal interactions with the City apart from submittal of a formal written submittal.

### 1.2 **CLARIFICATION**

Questions regarding this ITB/RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

#### (i) **Written Addenda**

If it becomes evident that this ITB/RFP must be amended, we will

issue a formal written addendum to all registered prospective Bidders via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new Bid opening date may be established by addendum.

**1.3 COST OF PREPARATION**

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

**1.4 EXAMINATION OF DOCUMENTS**

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

**1.5 PUBLIC RECORDS**

Upon award recommendation or ten (10) days after the bid/rfp opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter

119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

**1.6 WITHDRAWAL OF BID/RFP**

A Bidder may, without prejudice, withdraw, modify, or correct the Submittal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening Bids/RFP.** The original Submittal as modified by such writing will be considered as the Submittal Bid submitted by the Bidder/Proposer. No oral bid modifications will be considered.

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

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of Invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Bidder and

the City of Doral. Furthermore, the City reserves the right to award without further discussion.

**1.8 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this bid prior to delivery, it shall be the responsibility of the Bidder to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

**1.9 SUBMISSION OF PROPOSAL**

**(i) Incurred Expenses**

The City is not responsible for any expenses which Proposer may incur preparing and submitting bids called for in this RFP.

**(ii) Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs incurred by the Bidder/Proposer in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

**(iii) Request for Modifications**

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

**(iv) Bid/RFP Acknowledgment**

By submitting a bid, the Bidder certifies that he/she has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

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

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

**(vi) Bid/RFP Submittals Binding**

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

**(vii) Alternate Bids**

An alternate bid will not considered or accepted by the City.

**(viii) Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Bidders ability to fulfill the requirements of the bid.

**(ix) Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Bidders are required to *identify specifically* any information

contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Proposers in response to this Invitation to Bid will become the property of the City of Doral and will not be returned to the Bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

**1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Bidders/Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB/RFP and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

**Occupational, Safety and Health Act (OSHA)**

**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**

**U.S. Department of Transportation**

**City of Doral, City Ordinance No. 2004-03**

**Cone of Silence, City Provision Code**

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

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

Bidder/Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder, Proposer or Vendor recognizes that with respect to this transaction or bid, if any Bidder, Proposer or Vendor 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, Proposer or Vendor 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. Bidder, Proposer or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder", "Proposer" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

Lack of knowledge by the Bidder/Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s)

Copy of City of Doral Ordinances may be obtained from the City of Doral City Clerk's Office.

### **1.11 CONE OF SILENCE**

Notwithstanding any other provision of these specifications, the provisions of City "Cone of Silence" are applicable to this

transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or Invitation to Bid (ITB), between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the City Council, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFP, RFQ, and Bid after the advertisement of said RFP, RFQ, or Bid.

The Cone of Silence shall terminate at the beginning of the City Council meeting at which the City Manager makes his or her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the City Manager will make his/her recommendation to the City Council.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between

- a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
  - (6) duly noticed site visits to determine the competency of bidders/proposers 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;
  - (7) any emergency procurement of goods or services pursuant to City Code;
  - (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
  - (9) contract negotiations during any duly noticed public meeting;
  - (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist,

or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or Bid award to said bidder or proposer voidable by the City Council and/or City Manager.

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

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

#### **1.13 CANCELLATION**

In the event any of the provisions of this bid are violated by the Awarded Bidder, the City Manager shall give written notice to the Awarded Bidder stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any

time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

**1.14 ASSIGNMENT**

The Awarded Bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

**1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Bidder shall be the responsibility of the Awarded Bidder. Damages occurring to such property while in route to the City of Doral shall be the responsibility of the Awarded Bidder. In the event that such property is destroyed or declared a total loss, the Awarded Bidder shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**1.16 TERMINATION FOR DEFAULT**

If the Awarded Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Doral. In such event, the Awarded Bidder 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 Awarded Bidder was not in default or (2) the Awarded Bidder'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 of Doral.

**1.17 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Doral. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Doral, the Awarded Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Doral shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**1.18 CONFIDENTIALITY**

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

**1.19 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the City of Doral reserves the right to advertise for, receive, and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of

these goods and/ or services as may be available.

**1.20 AUDIT RIGHTS AND RECORDS RETENTION**

The Awarded Bidder/Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Bidder which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Bidder/Proposer shall maintain and retain any and all of the aforementioned records for three years after the expiration and/or termination of the agreement.

**1.21 CAPITAL EXPENDITURES**

Awarded Bidder/Proposer understands that any capital expenditures that the Awarded Bidder/Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Bidder/Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Bidder. If Awarded Bidder has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

**1.22 GOVERNING LAW AND VENUE**

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

**1.23 ATTORNEY FEES**

In connection with any litigation, mediation, or arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees through and including appellate litigation and any post-judgment proceedings.

**1.24 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

**1.25 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Bidder will include, but not be limited to, the following terms and conditions:

- A. The Awarded Bidder/Proposer agrees to indemnify, defend, and hold harmless the City, its elected officials or officers, , and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the negligence, or performance of the Agreement whether by act or omission of the Awarded Bidder/Proposer, its agents, servants, employees or others, or because of or due to the mere

existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its employees.

- B. The Awarded Bidder/Proposer(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Bidder shall, at its own expense, indemnify, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof,

furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Bidder/Proposer shall pay all damages and costs awarded against the City.

- C. An understanding and agreement, by and between the Awarded Bidder/Proposer and the City, that the completion time as specified in Awarded Bidder's/Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

**END OF SECTION**

## SECTION 2 - SPECIAL CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the cleaning of City owned / operated stormwater drainage infrastructure.

### 2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

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

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation for a five-year (5) period of time immediately preceding this Request for Proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.
2. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable Federal, State Statutes and local codes and ordinances.
3. Proposer shall have at least five (5) years of experience operating under its current business name.
4. Proposer must have at least three (3) previous Stormwater drainage system cleaning contracts in excess of \$200,000 within the past three (3) years. All of these jobs must have been performed for a governmental entity. Proposer can add additional drainage contracts for reference as necessary (limit contracts information to two 2 pages). **Proposer must show proof of having met these minimum requirements and complete the "Bidder/Proposer Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

5. Proposer must show proof of equipment capabilities by providing a list of all equipment to be utilized to complete this service (limit list of equipment to three 3 pages).
6. Proposer must have the ability to obtain a 100% performance and payment bond at time of contract, and must provide a Bid Bond in the amount of five (5) percent of the base bid amount.

## **2.3 LICENSING**

Successful respondent must provide a copy of all licenses, registrations, permits, and other applicable legal or regulatory requirements required to do business in the State of Florida at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

## **2.4 PRE-BID/PROPOSAL CONFERENCE / SITE VIST**

**A mandatory Pre-Bid/Proposal conference will be conducted for this Request for Proposal at the Doral Government Center, third floor Training Room, on the date specified in the Schedule of events.**

Bidders/Proposers 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. Bidders/Proposers are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid or Request for Proposal it will be construed that the Bidder/Proposer is acquainted sufficiently with the site(s) and the work to be performed.

## **2.5 TERM OF CONTRACT**

The City and the Awarded Proposer shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB/RFP through action taken by the City Council at a fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a **two (2) year period** from the contracts initial effective date. The City shall have the option to renew for an

additional **two (2) one (1) year periods**. The Awarded Bidders/Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

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

## **2.6 PRICING**

If the Proposer is awarded a contract under this RFP solicitation, the prices quoted by the Proposer shall remain fixed and firm throughout the duration of this contract.

## **2.7 PROPOSAL FORMAT AND SIGNATURES**

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

## **2.8 BID BOND / PERFORMANCE BOND**

The Bidder must have the ability to obtain a **100% performance and payment bond** at time of contract. The City must appear listed as obligee on this bond.

The Proposer shall submit proof of their bonding capacity by means of a letter from their bonding company. A **Bid Bond in the amount of five (5) percent** of the base bid amount is required for this project.

## 2.9 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and proposed amounts submitted. The city will review all submittals for proposal compliance according to the requirements set forth in this RFP and evaluate the submittals in accordance with Section 2.10. In order to be deemed responsive the proposal must meet or exceed the minimum requirements established in Section 2.2, contain all required forms listed and provided in Sections 4 and 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

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

Upon approval of the City Council, a contract shall be awarded to one (1) Proposer evaluated in accordance with Section 2.10 and selected as the best offer and most responsible, responsive Proposer meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

## 2.10 EVALUATION FOR PROPOSER SELECTION

Following the opening of the submittal packages, the proposals will be evaluated by City Staff and Procurement Department ranked in the order of the most responsive and responsible respondent. The criteria for ranking will be as follows:

- 1. Experience (25 points Maximum)**  
Years of experience providing this service as documented on the Proposal Form (Section 4).
  - a. 5 -10 years 15 points
  - b. >10-15 years 20 points
  - c. >15 years 25 points
  
- 2. Performance & Qualifications (25 points Maximum)**

Extent to which Proposer meets required bid specifications. Number of jobs performed during the last three (3) years (3 minimum for government entities in excess of \$200,000).

- a. 3 15 points
- b. >3-5 projects 20 points
- c. >5 projects 25 points

**3. Price/Cost Evaluation (40 points Maximum)**

The lowest average Cost Proposal will receive 40 points. Every other Proposal previously found to be in the Competitive Range will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the Proposal being evaluated and the result multiplied by the maximum weight for price (40 points) to arrive at a Cost Proposal score.

- *Example:* Lowest Proposed Price / Proposer's Proposed Price × 40 = Proposal Score
- The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

**4. Clients References (10 points Maximum)**

Points may be awarded after verifying vendor's client References (Section 5).

- a. 1 satisfactory reference 1 point
- b. 2 satisfactory references 5 points
- c. 3 satisfactory references 10 points

**2.11 INSURANCE REQUIREMENTS**

Successful bidder/proposer shall maintain, at their sole expense, during the term of this agreement insurance coverage in accordance to **Exhibit A**

**Please Note:** The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The certificate must further list the City of Doral as an additional insured with respect to general liability, auto, and excess liability, and loss payee with respect to physical damage and crime coverage.

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

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

## **2.12 EXCEPTIONS TO SPECIFICATIONS**

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

## **2.13 COMPLETE PROJECT REQUIRED**

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

## **2.14 FORMS**

### **2.14.1 Non-Collusion Affidavit**

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

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

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

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

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

**2.14.2 Americans with Disabilities**

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

**2.14.3 Compliance with Equal Employment Opportunity**

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

**2.14.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of

the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being placed on the convicted vendors list.

#### **2.14.5 Tie Proposal Form**

Whenever two or more proposals are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposal will be followed if none of the tied vendors have a drug free workplace program.

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

### **2.15 PROTEST PROCEDURES**

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest.

#### **2.15.1 Address**

All protests must be addressed as follows:

Barbara Herrera, City Clerk  
Office of the City Clerk  
City of Doral  
8401 NW 53 Terrace  
Doral, Florida 33166

Protests not properly addressed to the address shown above may not be considered by the City.

#### **2.15.2 Protests on the Recommended Award**

Any Proposer whose Proposal has not lapsed may protest the recommended award on any ground. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the

protest must be received by the City at the appropriate address in "Address," above, no later than fifteen (15) calendar days prior to the issuing of the Notice of Award at Council Meeting, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

**END OF SECTION**

## **SECTION 3 – TECHNICAL SPECIFICATIONS**

### **3.1 SCOPE OF SERVICES**

The work covered by the Specifications and Contract Documents consists of the routine mechanical cleaning of storm sewer drainage system with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of approximately 2,700 drainage structures (including catch basins, manholes, slab covered trench boxes, junction boxes, etc.), 274,000 linear feet of drainage pipe, and 84 outfalls. Cleaning of storm drainage structures will occur as directed by the Public Works Director or his designee on City owned/operated right-of-way.

The Public Works Director reserves the right to assign work on an as needed basis. Routine work shall consist of work scheduled monthly to maintain existing level of service from the storm sewer drainage system and to extend the useful life of the system.

The Contractor shall not begin work until authorized by the City in writing in the form of a Work Order. The Contractor shall commence each authorized City section within five working days of receipt of this notification.

The mechanical storm drainage cleaning operation shall be done in a manner not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe joints.

The Contractor shall remove the drainage structure grate or cover and remove by mechanical means all materials that obstruct the structure opening, interior structure pipe openings or pipes such as grass, dirt and debris.

In case of an emergency the Contractor shall provide at least three (3) vac-trucks within a two (2) hour period from request or notification from the City. The cost for an emergency vac-truck shall be invoiced on a per-hour basis. The Contractor shall make additional vac-trucks available to the City if requested.

### **3.2 DEBRIS REMOVAL AND DISPOSAL**

The Contractor shall clean the storm sewer system and remove materials such as but not limited to: rocks, gravel, asphalt, concrete, sand, leaves, tree branches, paper, glass, cans, plastics, tire pieces, wood pieces, and other materials on top of the grates, inside

the catch basins and pipes and in and around the outfalls.

The Contractor shall properly dispose any waste resulting from the operation in an approved facility. Materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all applicable Federal, State, County, and local laws, standards and regulations. The cost associated with the disposal of materials extracted for the storm sewer system shall be included on the unit prices submitted in the Proposal Form.

### **3.3 LOCATION OF WORK**

The City will establish and approve all areas where the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean condition.

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. Existing roadway signs clearly indicate the name of each road. By submitting this proposal, the Proposer certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the Proposal. The City reserves the right to remove specific locations as deemed appropriate.

### **3.4 DRAINAGE STRUCTURE LOCATION LOG:**

The Contractor shall fill the City's Drainage Structure Report Form to record the progress of the work. In this form the Contractor shall record the type of structure serviced, number of structure, orientation of pipes serviced, diameter, length and material of pipes, and date serviced. Additionally the Contractor shall also record the address/location of the structures and any observations such as the current condition of the structures and pipes and any repairs needed. The Contractor shall also keep a log of the amount of material removed/collected during the operation. The reports shall be submitted to the Public Works Department at time of invoice submittal along with the disposal receipts of the material collected.

### **3.5 EQUIPMENT**

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified (approximately 140 structures per month). The truck mounted sewer vacuum unit shall be equipped with a vacuum tube and a 2 stage vacuum compressor along with high pressure water hose. All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the contractor to

remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City of Doral. The contractor shall make all man-power necessary to operate said equipment. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment.

All Contractors' vehicles must be clearly marked as being a licensed contractor working for the City of Doral and employees wearing a uniform that identifies the company name at all times.

### **3.6 SAFETY AND PROTECTION**

All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the Public Works Department. While performing work, the Contractor will be required to provide the necessary Maintenance of Traffic (MOT) plan to warn motorists of work being performed. Maintenance of traffic must conform to the current edition of the Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards Indexes (600 Series,) the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as a minimum criteria. The Contractor's employees shall be fully aware of these provisions, especially those applicable to the use of barricades, cones, signage, etc., to provide a safe working environment.

The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

**3.6.1** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. They will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

- All employees and other persons who may be affected thereby. The Contractor shall ensure that all employees use proper safety equipment such as but not limited to, orange vest, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- Existing facilities, utilities, site amenities, structures, concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be replaced and/or repaired at no

additional cost to the City or the owner of the property.

**3.6.2** In emergencies affecting the safety of persons or the work or property within the City or adjacent thereto, the Contractor, without special instruction or authorization from the City, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the City prompt written notice of any significant changes in the work or problems caused thereby.

**3.6.3** The Contractor, shall at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies and in Particular, the City of Doral Police Department, before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire equipment shall be provided and maintained at all times.

No fuels, oils, solvents or similar materials are to be disposed of in any catch basins. The contractor must closely adhere to local, state and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties

### **3.7 QUALITY ASSURANCE:**

The City shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all materials and when the full cross-section of all structure pipes are 100% free of all materials.

Structures or pipes determined unsatisfactorily by the City representative shall be serviced again to the satisfaction of the City within the time specified, at no additional cost to the City. The City representative shall sign the Contractor's daily report at the end of each workday in order for the work to be accepted.

### **3.8 BASIS OF PAYMENT**

Payment shall be full compensation for furnishing all equipment, materials, labor, supervision, maintenance of traffic and incidentals necessary to complete all drainage

systems cleaning as specified. The Contractor shall be compensated based on the work completed and accepted.

### **3.9 DEFECTIVE WORK**

The City will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty or defective,) or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection.

### **3.10 WORK HOURS:**

The cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. Weekend work may be authorized in writing and in advance. The City reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion. All work performed shall comply with the City's Noise Ordinance, Ordinance No. 2006-23.

**END OF SECTION 3**

## SECTION 4 – PROPOSAL SUBMITTAL FORM

### RFP #2013-32

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)  

Addendum No. _____	Dated: _____
  - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies

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

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

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

Item	Description	Quantity	Unit	Unit Price	Amount
1	Cleaning of Catch Basin	2,060	EA		
2	Cleaning of Manhole	525	EA		
3	Cleaning of Slab-Covered-Trench Box	71	EA		
4	Cleaning of Outfall Structure	84	EA		
5	Cleaning of Pipe	274,000	LF		
6	Emergency Vac-Truck (includes operator)	160	HR		

PROPOSAL TOTAL \_\_\_\_\_

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Proposer: \_\_\_\_\_

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

\_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Attention: \_\_\_\_\_

- 8. The terms used in this RFP which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions

**STATEMENT**

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

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

Person Authorized to sign Bid/RFP:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## **SECTION 5 – FORMS / DELIVERABLES**

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

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

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

- Statement of No Response
- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Proposal Certification
- Bidders Certification
- Certificate of Authority
- Bid Bond
- Payment Bond
- Acknowledgement of Conformance with OSHA Standards

**STATEMENT OF NO RESPONSE**  
**RFP #2013-32**

**FOR PROPOSERS SUBMITTING TO THIS OPPORTUNITY, YOU MAY  
WRITE "N/A" ON THIS FORM.**

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

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

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

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

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

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

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

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

REMARKS: \_\_\_\_\_

**Solicitation Response Form**

**PROPOSER MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED  
PACKET.**

**Name:** RFP #2013-32, Catch Basin Maintenance Program

**Due Date:** January 15, 2014 at 11:00 A.M.

**Delivery Location:** City of Doral  
City Clerk's Office  
8401 NW 53<sup>rd</sup> Terrace,  
Doral, FL 33166

**Submitted by:**

(Name of company and address)

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

PLEASE DO NOT TAPE BELOW THIS LINE

---

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

*# of originals: \_\_\_ # of copies: \_\_\_ # of CD copies: \_\_\_*

**PROPOSER INFORMATION WORKSHEET**  
**RFP #2013-32**

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

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

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

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

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

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

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

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

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

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

*(If different from address provided above):*

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

## PROPOSER QUALIFICATION STATEMENT

RFP #2013-32

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

The following minimum experience is required for this project: refer to applicable sections 2.2, 4 and 5 of this RFP.

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

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

(Continues below)

2. Project Name/Location \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

\_\_\_\_\_  
*Date*

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- Personally known, or
- Produced identification

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

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

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

\_\_\_\_\_  
*Notary Signature*

(Printed, typed, or stamped commissioned name of Notary Public)

**AMERICANS WITH DISABILITIES ACT (ADA)**

**DISABILITY NONDISCRIMINATION STATEMENT**

**RFP #2013-32**

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

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

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

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

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

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

I, being duly first sworn state:

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

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

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

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

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- Personally known, or
- Produced identification

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

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

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

\_\_\_\_\_  
*Notary Signature*

(Printed, typed, or stamped commissioned name of Notary Public)

**NON-COLLUSION AFFIDAVIT**  
**RFP #2013-32**

State of \_\_\_\_\_ )

) SS:

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/She/They is/are the \_\_\_\_\_

(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the  
BIDDER that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid  
and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in  
connection with the Work for which the attached Bid 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 BIDDER, firm, or person to fix any overhead, profit,  
or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of  
the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy,  
connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the  
proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its  
agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

By:

\_\_\_\_\_

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

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

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of The State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

Whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

- Personally known to me, or
- Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

- DID take an oath, or
- DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**RFP #2014-32**

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_ for \_\_\_\_\_ whose  
business address is \_\_\_\_\_ and (if applicable) its  
Federal Employer Identification number (FEIN) is \_\_\_\_\_. If the entity has no  
FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with

a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

- Personally known, or
- Produced Identification

\_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_

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

\_\_\_\_\_  
(Notary Signature)  
(Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**RFP #2013-32**

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

VENDOR'S SIGNATURE

---

NAME OF COMPANY

---

VENDOR PRINT NAME









**PROPOSER'S CERTIFICATION**  
**RFP #2013-32**

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

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

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

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

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

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

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT OF ADDENDUMS: ISSUED ADDENDUMS MUST BE SIGNED AND SUBMITTED WITH BID.**

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of \_\_\_\_\_  
a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_,  
the following resolution was duly passed and adopted:

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

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

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

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

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Partners of \_\_\_\_\_  
a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the  
following resolution was duly passed and adopted:

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

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

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

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

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of \_\_\_\_\_  
a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the  
following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the  
Joint Venture be and is hereby authorized to execute the Proposal dated \_\_\_\_\_, 20\_\_\_\_, to the  
City of Doral official act and deed of this Joint Venture."

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

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

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

(SEAL)

**END OF SECTION**

**BID BOND**

STATE OF )  
 ) SS:  
COUNTY OF )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Doral, a municipal corporation of the State of Florida in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated \_\_\_\_\_, 2013 for: **RFP #2013-32, Catch Basin Maintenance Program.**

WHEREAS, it was a condition precedent to the submission of said Bid that a Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the BIDDER would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Doral and furnishes the Performance and Payment Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Doral and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
(Individual or Partnership Principal)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

ATTEST:

\_\_\_\_\_

\_\_\_\_\_ Secretary  
(Corporate Surety)\*

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

\*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Signed, sealed and delivered

in the presence of:

\_\_\_\_\_

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

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

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

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

ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared

\_\_\_\_\_ and  
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

\_\_\_\_\_  
(Type of Identification Produced)

DID take an oath, or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_

END OF SECTION

## FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **RFP #2013-32**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with City for: **Catch Basin Maintenance Services**, in accordance with drawings (plans) and specifications \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for **Catch Basin Maintenance Services**, as scheduled after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and bid specifications.
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or materials which appear within **ONE (1) YEAR**.
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Proposal or Proposals for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive PROPOSER, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive PROPOSER, arrange for a Contract between such PROPOSER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or Corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS:

\_\_\_\_\_  
Secretary

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

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

\_\_\_\_\_  
(Type Name)

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

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_  
\*Agent and Attorney-in-Fact

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

(Street) \_\_\_\_\_

(City/State/Zip Code) \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_

\*(Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Personally known to me, or

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

Produced identification

\_\_\_\_\_  
(Type of identification produced)

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

Did take an oath, or

Did not take an oath

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

## FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Doral, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, **RFP #2013-32**, awarded the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the City for **Catch Basin Maintenance Services**, in accordance with specifications prepared by the City of Doral \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
  - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
  - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after

complete delivery of the materials or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

WITNESS:

\_\_\_\_\_  
(Secretary)

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

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

\_\_\_\_\_  
(Type Name)

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

CORPORATE SEAL:

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: \_\_\_\_\_  
\*Agent and Attorney-in-Fact

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

(Street) \_\_\_\_\_

(City/State/Zip Code) \_\_\_\_\_

Telephone No.: ( \_\_\_\_\_ ) \_\_\_\_\_  
\*(Power of Attorney must be attached)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public of the State of \_\_\_\_\_, the foregoing instrument was acknowledged by \_\_\_\_\_ (name of corporate officer), \_\_\_\_\_ (title), of \_\_\_\_\_ (name of Corporation), a \_\_\_\_\_ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal

Personally known to me, or \_\_\_\_\_  
 Produced identification (Signature)

\_\_\_\_\_  
(Type of identification produced) Notary Public, State of: \_\_\_\_\_

Did take an oath, or  
 Did not take an oath

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

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(CORPORATE SEAL)

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

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We, \_\_\_\_\_ hereby acknowledge and  
*(Prime Contractor)*

agree that we, as the Prime Contractor for City of Doral, **Catch Basin Maintenance Program, RFP #2013-32**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

\_\_\_\_\_  
*(Subcontractor's Name)*

\_\_\_\_\_  
*(Subcontractor's Name)*

to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

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

**END OF SECTION**

**EXHIBIT A****INSURANCE REQUIREMENTS – CATCH BASIN MAINTENANCE PROGRAM****I. Commercial General Liability**

- A. Limits of Liability
- |   |             |
|---|-------------|
| Bodily Injury & Property Damage Liability |             |
| Each Occurrence                           | \$1,000,000 |
| Policy Aggregate                          | \$2,000,000 |
| Personal & Advertising Injury             | \$1,000,000 |
| Products & Completed Operations           | \$1,000,000 |
- 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

**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
  - Auto Pollution Endorsement MCS-90, or CA 9948

**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

**IV. Umbrella/Excess Liability (Excess Follow Form)**

- A. Limits of Liability
  - Each Occurrence \$1,000,000
  - Policy Aggregate \$1,000,000

City of Doral listed as an additional insured

**V. Contractor's Professional/Pollution Liability**

- A. Limits of Liability
  - Each Claim \$1,000,000
  - Policy Aggregate \$1,000,000
  - Retro Date Included

**The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

**Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:**

**The Company 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 Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.**

**EXHIBIT B**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND**

\_\_\_\_\_

**FOR**

**Catch Basin Maintenance Program**

**THIS AGREEMENT** is made between \_\_\_\_\_, a Florida corporation, (hereinafter the "Vendor"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

**WHEREAS**, the Vendor and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Catch Basin Maintenance Program (the "Services"); and

**WHEREAS**, the City desires to engage the Vendor to perform the services specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Vendor and the City agree as follows.

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

1.1 The Vendor shall furnish professional services to the City as set forth in the Scope of Services as specified in Section 3.1.

1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through \_\_\_\_\_, 20\_\_, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Vendor

2.2 Vendor agrees that time is of the essence and Vendor shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Vendor shall be compensated in the following manner:

\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Vendor to complete the Scope of Services. Vendor shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Vendor shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Vendor shall not exceed \$\_\_\_\_\_, without the prior written approval of the City. Vendor shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Vendor in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Vendor the undisputed portion of the invoice. Upon written request of the Finance Director, the Vendor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-contractors.**

- 4.1 The Vendor shall be responsible for all payments to any sub-contractors and shall maintain responsibility for all work related to the Project.
- 4.2 Any sub-contractor used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Vendor, at the Vendor's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Vendor, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Vendor to enter upon real property as required for Vendor to perform services as may be requested in writing by the Vendor (if applicable).

6. **Vendor's Responsibilities.**

- 6.1 The Vendor shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Vendor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Vendor shall at Vendor's sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Vendor or Sub-contractor under this agreement.

7. **Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Vendor shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

- 8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Vendor, or immediately with cause.
- 8.2 Upon receipt of the City's written notice of termination, Vendor shall stop work on the Project.
- 8.3 In the event of termination by the City, the Vendor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Vendor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Vendor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 The Vendor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

- 10.1 During the term of this Agreement, Vendor shall not discriminate against any of its employees or applicants for employment because of their race,

color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Vendor shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Vendor's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Vendor and third parties made pursuant to this Agreement. Vendor shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Vendor's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Vendor.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Joe Carollo, City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to: John Herin, Jr., Esq  
City Attorney  
Gray Robinson, P.A.  
401 E. Las Olas Blvd., Suite 1850  
Ft. Lauderdale, Florida 33301

For The Vendor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Vendor providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Vendor involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Vendor to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Vendor and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Vendor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

23.1 The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Vendor by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

**CITY OF DORAL**

\_\_\_\_\_  
Barbara Herrera, City Clerk

By: \_\_\_\_\_  
Joe Carollo, City Manager

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

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

\_\_\_\_\_  
John R. Herin, Jr., City Attorney

**Vendor**

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

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

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