

**AGREEMENT FOR
EMERGENCY DEBRIS REMOVAL SERVICES**

**Between
CITY OF DORAL
and**

DRC EMERGENCY SERVICES, LLC

This Agreement for Debris Removal Services (“Agreement”) is made and entered into on this 24 day of July, 2023, by and between the CITY OF DORAL, Florida, a municipal corporation of the State of Florida (the “City”) and DRC EMERGENCY SERVICES, LLC (the “Contractor”), whose Federal I.D. No. is 63-1283729 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the City is in need of a Contractor to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires, or manmade disaster(s) such as civil unrest and terrorist attacks (“Services”); and

WHEREAS, the City issued an Invitation to Bid (“ITB”) No. 2023-05, entitled “Emergency Removal Services,” as more particularly described in Attachment “A,” a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, upon evaluation, Contractor was determined to be the third lowest most responsive and responsible bidders, and was selected as the tertiary Contractor; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the Contractor has agreed to provide the Services, as more particularly described in its bid, a copy of which is attached hereto and incorporated herein by reference as Attachment “B”; and

WHEREAS, the City wishes to enter into this Agreement with Contractor to provide the Services to the City, as tertiary Contractor, subject to the terms and conditions set forth herein and in the Contract Documents; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, including to be bound hereby, the Parties to this Agreement do agree for themselves, their successors and assigns that the terms and conditions set forth in the Original Agreement are hereby deleted in their entirety and replaced with the terms and conditions set forth in this Agreement as follows:

I. Incorporation of Documents

The following documents are incorporated by reference into this Agreement (collectively “Contract

Documents”):

1. Invitation to Bid (ITB) 2023-05 “Emergency Debris Removal Services,” and any addenda thereto (Attachment “A”); and
2. Contractor’s Bid (Attachment “B”).

In the event of any conflict between or among the Contract Documents, or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Agreement.
2. Second, Invitation to Bid No. (ITB) 2023-05 “Emergency Debris Removal Services”
3. Third, Contractor’s response to the ITB.

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties. Any changes to the Agreement shall be by a contract amendment which must be agreed to and fully executed by both parties. The cost of a change, modification, or change order must be allowable, allocable, within the scope of any grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications and amendments.

II. Scope of Work

Contractor agrees to provide disaster debris removal and disposal services as the tertiary Contractor, as more particularly set forth in the Contract Documents, including but not limited to, providing all expertise, personnel, materials, transportation, supervision, and all other services to rapidly respond to volumes of wide-scale debris. Activities shall include, but are not limited to, removing, processing, and lawfully disposing of disaster generated debris from public property and public rights-of-way in response to an emergency event.

Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Stafford Act, and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The City shall issue an official Notice to Proceed for the Services. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **After an emergency event, the contractor will, within two (2) hours of the conclusion of the event, have the specified number of crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic. The City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase.** If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order

to allow sufficient time to prepare for commencement of operations.

The Services shall be performed by Contractor to the full satisfaction of the City. Contractor agrees to furnish all labor and material in a good and workmanlike and professional manner to perform the Services. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the City's needs and pursuant to the terms of this Agreement and shall report to the City accordingly. Contractor agrees to immediately inform the City via telephone and in writing of any problems that could cause damage to the City's property, improvements, and persons. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

In the event the Contractor fails to complete the Services pursuant to the terms of this Agreement and City must undertake the completion of performance of Services, Contractor agrees to indemnify the City for all costs incurred with respect to the completion of those Services and any damages the City may suffer as a result of the Contractor's failure to perform the Services.

III. Duration of Agreement and Termination of the Agreement

1. Term

Subject to the City's ability to terminate the Agreement in accordance with Section III(2) hereunder, the term of this Agreement shall begin upon execution of this Agreement by both Parties, and shall remain in effect for an initial three (3) year term. The City, at its sole option and discretion, may renew the Agreement for one (1) additional two (2) year term, for a total of five (5) years. In the event services are scheduled to end due to the expiration of this Agreement, Contractor shall continue the Services upon the request of the City. This extension period shall not extend for more than ninety (90) days beyond the expiration date of the Agreement.

Payment will be made only for work completed to the satisfaction of the City. The terms of Sections XII and XIV entitled "Indemnification and Hold Harmless," and "Compliance with Law," respectively, shall survive termination of this Agreement.

2. Termination.

- A. Termination for Cause. If, through any cause within reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall have the right to terminate the Services then remaining to be performed. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non- defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and subcontractor(s)) shall be delivered to the City and the City shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section V.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by it by virtue of a breach of the Agreement by Contractor and the City may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.
- B. Termination for Convenience of City. The City may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving Contractor fifteen (15) days written notice. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all work and to the extent indicated on the notice of termination, shall terminate all outstanding subcontracts and purchase orders as they relate to the terminated portions of the Agreement, shall refrain from placing further orders and/or contracting with subcontractors, and shall complete any continued portions of the Services. If the City terminates for convenience pursuant to this Section, the terms of Section III(2)(A)(i) and III(2)(A)(ii) above shall be applicable hereunder.
- C. Termination for Insolvency. The City also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- D. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 18 below, may result in immediate termination of this Agreement.

IV. Mobilization

Contractor shall be required to mobilize equipment and crews as set forth in the Contract Documents.

V. Method of Payment

Payment to Contractor for all charges and tasks under this Agreement shall be in accordance with the Contract Documents, with a not to exceed amount of Seven Hundred Forty-Eight Thousand Nine Hundred Ninety-Five Dollars (\$748,995.00) per disaster unless otherwise amended in writing. Should the Contractor exceed the not to exceed amount, it does so at its own risk and cost. Contractor acknowledges that no payments will be made or due from the City unless Contractor is specifically engaged by the City

for a specific disaster. **Actual work issued under the Agreement will be in the form of Task Orders with a not-to-exceed amount.**

- A. Disbursements. There are no reimbursable expenses associated with this Agreement except for expenses approved by the City Manager. The City will not pay and/or reimburse any additional costs, including but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses.
- B. Payment Schedule. Payment schedule shall be in accordance with the Contract Documents. **Invoice format and documentation should be acceptable for FEMA reimbursement.**
- C. Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission. If the City should not appropriate or otherwise make available funds sufficient to purchase the Services procured pursuant to this Agreement, the City may unilaterally terminate any and all contractual or other obligations herein without any further liability or penalty upon twenty (20) days' notice to Contractor.
- D. Final Invoice. In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any other additional charges, if not properly included on this final invoice, are waived by the Contractor.

Contractor shall make no other charges to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by Contractor with the prior written approval of the City. If the City disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with Contractor. Contractor shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

VI. Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- A. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- B. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal

Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

VII. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the City in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify City from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The City is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Contractor authorized to use the City's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

VIII. Ownership of Documents.

All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the City only. Any other use by Contractor or other parties requires approval in writing by the City. If requested, Contractor shall deliver the documents to the City within fifteen (15) calendar days.

IX. Waiver of Claims

Contractor's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against City arising out of this Agreement or otherwise related to the Services, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment. Neither the acceptance of Contractor's services nor payment by City shall be deemed to be a waiver of any of City's rights against Contractor.

X. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation. Additionally, (As per Executive Order 11246) Contractor may not discriminate against any employee or applicant for employment because of age, race, color,

creed, sex, disability or national origin. Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

XI. Subcontracting

Contractor shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the City prior to it being entered into, and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

XII. Indemnification and Hold Harmless

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against claims, damages, losses, and expenses (including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to Services performed under this Agreement. The Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury, impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, or omissions related to Services in the performance of this Agreement, including any person for whose acts, errors, mistakes, or omissions the Contractor may be legally liable.

XIII. Insurance

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this Agreement:

1. Commercial General Liability

A. <u>Limits of Liability</u>	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000

Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

- B. Coverage/Endorsements Required
 City of Doral included as an additional insured
 Primary Insurance Clause Endorsement
 Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

2. **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 \$2,000,000

- B. Coverage/Endorsements Required
 Employees are covered as insureds
 City of Doral included as an additional insured

3. **Workers Compensation**

Statutory- State of Florida

Include Employer’s Liability

\$100,000 for bodily injury caused by an accident, each accident
 \$100,000 for bodily injury caused by disease, each employee
 \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted. Waiver of Subrogation in favor of City.

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

Umbrella should include Employer’s Liability. Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

5. Contractor’s Professional/Pollution Liability

A. Limits of Liability

Each Claim	\$1,000,000
Policy Aggregate	\$1,000,000
Retro Date – Prior to commencement of job	

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days’ written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

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

Insurance companies must be 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.

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor’s interests or liabilities but are merely minimums.

XIV. Compliance with Laws

Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Work, shall exercise full and complete authority over Contractor’s personnel, shall comply with all workers’ compensation, employer’s liability and all other federal, state, City, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Work, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor’s personnel as may be required by any federal, state, City, or municipal law, ordinance, rule, or regulation.

XV. Notice

All notices required by this Agreement shall be in writing to the representatives listed below:

The authorized representative for the City shall be:

Barbara Hernandez
City Manager
City of Doral
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a copy to:

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

The authorized representative for DRC EMERGENCY SERVICES, LLC, shall be:

Kristy Fuentes, Vice President
110 Veterans Boulevard, Suite 515
Metairie, LA 70005
Phone: 888-721-4372
Email: kfuentes@drcusa.com

Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least five (5) business days' prior notice of the address change.

XVI. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall lie in Miami Dade County, Florida.

XVII. Public Records

Any record created by either party in accordance with this Agreement shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CITYCLERK@CITYOFDORAL.COM, 8401 NW 53RD TERRACE, DORAL,

FLORIDA 33166.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Further, the Contractor agrees to provide the FEMA Administrator or his/her authorized representatives access to records pertaining to work being performed and completed under this Agreement.

XVIII. Audit

The City and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data

and information shall be kept and maintained by Contractor and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Contractor at a location in Miami-Dade City, Florida, provided that if any such material is located outside Miami-Dade City, then, at City's option Contractor shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Contractor's place of business.

In the event that an audit is conducted by Contractor specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor, then Contractor shall file a copy of the audit report with the City's Auditor within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Contractor to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

City Audit Settlements. If, at any time during or after the term of this Contract, representatives of the City conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Contractor, then the difference shall be either repaid by Contractor to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Contractor from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Contractor, then the difference shall be paid to Contractor by cash payment.

XIX. Compliance with Other Federal Standards

19.1. General Federal Provisions. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.

19.1.1. 2 CFR Part 25.110

19.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000

19.1.3. Executive Orders 12549 and 12689

19.1.4. 41 CFR Part 60-1(a) and (d)

19.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

19.2. Nondiscrimination Acts and Authorities. For all federally funded work issued under this Contract, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that

any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.

19.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

19.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

19.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

19.2.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

19.2.5. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

19.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);

19.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

19.2.8. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

19.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

19.2.10. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

19.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

19.2.12. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

19.2.13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

19.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

19.3. Nondiscrimination Clauses for Compliance with Regulations. For all federally funded work issued under this Contract, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.

19.3.1. Nondiscrimination. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of

equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

19.3.2. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

19.3.3. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

19.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

19.3.5. Incorporation of Provisions. The Contractor will include the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

19.4. Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733). For all federally funded work under this Contract, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.

19.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work under this Contract, the Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Further, the City is required to maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

19.6. Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182). To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

19.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work under this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.8. Minority/Women Business Enterprise. For all federally funded work under this Contract, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all subcontractors. Prior to Agreement award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

19.9. Procurement of Recovered Materials. For all federally funded work under this Contract, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.10. Environmental and Energy Policies. For all work over the micro-purchase threshold, the Contractor and subconsultants and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

19.11. Clean Air Act and Federal Water Pollution Control Act. In all work funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.

19.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

19.11.2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

19.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.

19.12. Federal Suspension and Debarment. This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

19.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

19.12.2. By entering this Contract, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor

further agrees to include a provision requiring such compliance in its lower tier covered transactions.

19.12.4. Certification Instructions

19.12.4.1. By signing this Contract, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.

19.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

19.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

19.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

19.12.4.5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

19.12.4.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

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

19.12.4.9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

19.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. Contractor has certified its eligibility within its Proposal and will secure the following certification from any subcontractors. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

19.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;

19.12.5.2. Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

19.12.5.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

19.12.5.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

19.12.5.5. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

19.13. Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the Notice to Proceed. The decision to award a Notice to Proceed shall be conditioned upon the acceptance of the wage determination.

19.14. Federal Lobbying. Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in the ITB. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

19.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

19.16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5). All applicable work issued in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subconsultants and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

19.16.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

19.16.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

19.16.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

19.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for any work meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.

19.18. Access to Records and Reports. Contractor will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office,

the Comptroller General of the United States, City, City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

19.19. Federal Changes. Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.

19.20. Termination for Default (Breach or Cause). If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Agreement.

19.21. Termination for Convenience. For any work issued over the micro-purchase threshold may be terminated by City in whole or in part at any time, upon ten (10) days written notice. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.

19.22. Safeguarding Personal Identifiable Information (2 CFR § 200.82). Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

19.23. Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200). The City will not issue work containing Federal funding on a cost-plus percentage of cost basis.

19.24. Trafficking Victims Protection Act (2 CFR Part 175). Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract]is in effect; (2) procuring a

commercial sex act during the period of time that resulting Agreement is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by City for Contractor’s violating this provision, without penalty.

19.25. Domestic Preference For Procurements (2 CFR § 200.322). As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

19.26. Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101, Executive Order 14005)). All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with City for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Notice to Proceed in substantially the following form:

19.26.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 19.26.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 19.26.2 those end products manufactured in the United States that do not qualify as domestic end products. The terms “domestic end product,” “end product,” and “foreign end product” are defined in FAR 52.225-1 entitled “Buy American-Supplies.”

19.26.2.	Foreign End Products: Line Item No.	Country of Origin
	_____	_____
	_____	_____

19.26.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.

19.27. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

19.28. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

19.29. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide City the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

19.30. Federal Awardee Performance and Integrity Information System (FAPIS)(The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

19.31. Never Contract With The Enemy (2 CFR Part 183). For work funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the

United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

19.32. Federal Agency Seals, Logos and Flags. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

19.33. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting Agreement.

19.34. Conflict with Grant Terms. In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Contract, the conflicting terms and conditions of that document shall prevail.

XX. Performance and Payment Bond

Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written 'Notice to Proceed' by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the Agreement. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of "A-" (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

XXI. Prohibition Against Contracting with Scrutinized Companies.

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

Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Submitting a false certification shall be deemed a material breach of contract. The City shall provide

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

XXII. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the City.

XXIII. Entire Contract & Waivers

This Agreement (including all Schedules and Exhibits), as incorporated herein, contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties and signed by both parties.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the City to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the City thereafter to enforce such provisions.

XXIV. Severability

If any term or condition of this Agreement shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

XXV. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the City as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and

necessary for conducting the services to be provided under this Agreement.

Contractor warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Contractor shall indemnify, defend and hold harmless the City, its officers and employees from and against any sanctions and any other liability which may be assessed against the Contractor in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

XXVI. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Contract, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

XXVII. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the City that the execution and delivery of this Agreement and the performance of Contractor's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

[SIGNATURE PAGE TO FOLLOW]

Attest:

CITY OF DORAL

Connie Diaz
Connie Diaz, City Clerk

By: Barbara Hernandez
Barbara Hernandez, City Manager

Date: 7/24/2023

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

Valerie Vicente
NABORS, GIBLIN & NICKERSON, P.A.
City Attorney

Attest:

DRC EMERGENCY SERVICES, LLC

Lisa Walsh

Kristy Fuentes

Name: Lisa Walsh

Name: Kristy Fuentes

Its: Contracts Manager

Its: Vice President, Secretary, Treasurer

Date: 7/25/2023

Attachment "A"



City of Doral

Invitation to Bid

Disaster Debris Removal and

Disposal Services

ITB No. 2023-05



**City Of Doral
Invitation to Bid
Disaster Debris Removal and Disposal Services
ITB No. 2023-05**

NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to seek sealed bids from experienced and qualified contractors in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery, and mitigation phases of any emergency or disaster in complete and strict accordance with specifications in the Invitation to Bid.

This ITB is being solicited in accordance with the Procurement Requirements for Federal Grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200.

The City of Doral will host a virtual pre-bid meeting on Monday, May 22, 2023, AT 10:00 AM. Please join the meeting from your computer, tablet or smartphone. <https://meet.goto.com/591994829>

During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance is non-mandatory.

All submittals shall be publicly opened and recorded on **10:00 am, Thursday, June 15, 2023**. Late submittals shall not be accepted or considered. Bids must be submitted electronically through <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. Any bids received after the due date and time specified, will not be considered.

The City of Doral reserves the right to accept any bid 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 bids and re-advertise.

PROJECT OVERVIEW

Contractors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes, fires and other disaster types as well as small scale debris volumes. The awarded contractor(s) shall remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. The awarded Contractor(s) shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal

condition.

All questions and/or comments regarding this request for bid should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference *“ITB No. 2023-05 –Disaster Debris Removal and Disposal Services.”*

in the subject line. No phone calls will be accepted in reference to this ITB.

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this ITB, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid/bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City’s schedule for this Invitation to Bid is as follows:

ITB Advertisement Date:	May 16, 2023
Cut-off Date for Written Questions:	Tuesday, May 23, 2023 at 5:00 P.M. procurement@cityofdoral.com
Non-Mandatory Pre-bid Meeting	Monday, May 22, 2023, AT 10:00 A.M. https://meet.goto.com/591994829
Deadline for Submittals & Opening:	Thursday, June 15, 2023 at 10:00 A.M.

Connie Diaz, MMC City Clerk

**ITB #2023-05
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

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SECTION 1 GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization 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, including, without limitation.

Authorized Representative

The user Department’s contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this ITB, inclusive of corresponding 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 offeror will have different obligations than “you” as a Successful Respondent/Proposer/Contractor/Submitter will have upon awarding of this contract.

Respondent/Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Respondent/Proposer/ Contractor/Submitter

The Contractor whose bid to this solicitation is deemed to be the most advantageous to the City. A Contractor 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 this ITB and a Notice of Commencement will be issued.

(iii) Proposals/ Bids/ Submittals

The written, sealed document submitted by the Respondent in response to this ITB. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any offeror after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this ITB 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 publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this ITB must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City’s Procurement webpage, If necessary, a new ITB opening date may be established by addendum.

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Rspndent must thoroughly examine each section of this ITB. If there is any doubt or obscurity as to the meaning of any part of these conditions, the 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 ITB documents. No person is authorized to give oral interpretations of, or make oral changes to the ITB. 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 thirty (30) days after the ITB opening, whichever is earlier, any material submitted in response to this ITB will become a “Public Record” and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion 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

A Respondent may, without prejudice, withdraw, modify, or correct the bid 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 the submittals. No oral 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 submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this ITB does not, itself, in any way constitute a contractual agreement between the City of Doral and any Respondent. However, the contents of the offered document, as well as the bid documents may be used for details of the actual agreement between the awarded Contractor 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 awarded Contractor 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 BID

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting a bid submittal called for in this ITB.

(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 whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

By submitting a bid, the Respondent/Contractor certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this ITB that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

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

(vii) Alternate Bids/ Statement/ Proposals Alternate bids, proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(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 Proposers should be aware that ITB and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in

their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All bids received from Offerors in response to this ITB shall become the property of the City of Doral and shall not be returned to the Respondent. 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 Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this ITB 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, Miami-Dade County Code of Ordinances

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

Respondent hereby recognizes and certifies that no elected official, board member, or employee of 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, but not limited to, City Advisory 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 Respondent or Contractor, 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 Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction, if any Contractor 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 Contractor may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Respondent must complete and execute the Business Entity Affidavit form. The term “Respondent” as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Respondent 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).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) “Cone of Silence,” of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this ITB upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the City’s professional staff;
- (2) Any communication regarding this ITB between the Mayor, Council members and any member of the Mayor and Council’s professional staff;
- (3) Any communication regarding this ITB between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this ITB between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this ITB between any member of the City’s professional staff and any member of the selection committee; and
- (6) Any communication regarding this ITB between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/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 such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular ITB, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City’s Purchasing Agent or City employee designated responsible for administering the procurement process of such ITB, RFQ, or proposal, 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 respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals 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, Respondent, proposer, 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.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the ITB award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid , Respondent acknowledges that the materials submitted with the bid and the results of the City of Doral evaluations are open to public inspection upon proper request. Respondent 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 ITB are violated by the Awarded Contractor, the City Manager shall give written notice to the Awarded Contractor 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 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 Contractor 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 Contractor shall be the responsibility of the Awarded Contractor.

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this ITB, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of ITB responses, 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). Proposers 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. The Awarded Contractor agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the contract, for the purposes of

audit, examination, excerpts, and transcriptions. The Awarded Contractor shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Contractor understands that any capital expenditures that the Awarded Contractor makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Contractor 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 Contractor. If Awarded Contractor 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.

1.21 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 administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 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 Contractor or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Contractor, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Contractor agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers 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 performance of the Agreement whether by act or omission of the Awarded Contractor, 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 agents or employees.

The Awarded Contractor shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is

alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Contractor, its employees, agents, or sub-contractors.

B. The Awarded Contractor 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 Contractor shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City, which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Contractor shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Contractor and the City, that the completion time as specified in Awarded 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.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Contractor will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-

11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).

1. Subcontract number (including subcontractor name and unique entity identifier); and

2. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain the following information:
1. The names of all subcontractors providing services.
 2. The value of each subcontract.
 3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
 4. The list of names of subcontractors proposed to perform principal portions of the work.
- d) Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

END OF SECTION

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral (City) is seeking is seeking qualified, experienced and licensed firm(s) hereinafter referred to as the Contractor (the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement; task orders will be executed in the event of a declared emergency.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

The Contractor shall have an understanding of the documentation involved for the reimbursement from FEMA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. This Proposal is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in Exhibit C, incorporated herein, in order to be eligible for reimbursement under the Federal Public Assistance Program.

It is the city’s intent to award to multiple contractors for the services required to ensure that adequate coverage is provided without compromising the public health, safety, and economic recovery of the City during the response to an exigent situation, as well as to restore the public areas to a normal condition.

2.2 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida

and 11th in the country by the Florida International University's Metropolitan Center.

2.3 **MINIMUM QUALIFICATION REQUIREMENTS (MQR)**

In order to be considered responsive, bidders shall, at a minimum, demonstrate compliance with the requirements listed in this ITB. To be evaluated, all requested documentation and/or information shall be provided in the proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Bidder failing to meet these requirements may be deemed non-responsive.

The bidder shall, **at the time of bid submittal**, time of award, and throughout the duration of the Contract, continue to meet the criteria requirements as stated in this document.

- a) Be properly registered at the time of application to practice their profession in the State of Florida and with the appropriate State Board governing the services offered. Proposing Firm must be incorporated through Sunbiz with a status of "Active.
- b) Proposing bidder **must show proof of having a minimum of three (3) active contracts with government agencies of similar size, scope and complexity and specifications as stated in this ITB within the last five (5) years.** List contract(s) of similar scope currently in effect within the State of Florida. Name of the Municipality/County/agency, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
- c) Proposing bidder shall provide a **minimum of three (3) verifiable reference letters** in which Contractor served as **Primary Contractor** for services of similar size, scope and complexity **within the last five years.** **The references must match the projects submitted in response to MQR above.**
- d) Proposing bidder **must** include with their bid response, **a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of \$1,000,000** that guarantees that the proposing Contractor will be able to provide Performance and Payment Bonds at the time of an event.

2.4 **TERM AND RENEWALS**

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or City Manager, unless otherwise stipulated in the Notice of Award letter; and contingent upon the completion and submittal of all required proposal documents. The successful contractor will be awarded a contract for three (3) years with the option to renew the contract for one (1) additional two (2) year period, for a total of five (5) years.

In the event services are scheduled to end due to the expiration of this contract, the DMC shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The successful Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

2.5 PRICE

Prices proposed shall be valid for at least 120 days from the time of the ITB opening unless otherwise extended and agreed upon by the City and Contractor. Prices quoted shall be firm for the initial contract term of three 3 years. Upon contract renewal, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL. It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall not exceed 3%. For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

The total not to exceed of any awarded contract shall be \$x per disaster, and contractor shall not exceed said amount unless mutually agreed upon by City in writing. Should the contractor exceed the limits set forth herein, it does so at its own risk and cost.

2.6 INVOICING/PAYMENT

Payment will be made only after receipt and acceptance of materials/services. **Invoice format and documentation should be acceptable for FEMA reimbursement.** The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price proposals shall be inclusive of all such expenses.

2.7 METHOD OF AWARD

The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The bidder will also be evaluated as part of their "responsibleness" on their quality control plan, safety plan and proposed project schedule.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set. The City Manager may consider the following:

- The ability, capacity and skill of the vendor to perform the Contract.
- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the vendor with laws and ordinances relating to the Contract.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving thirty (30) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

2.8 MULTIPLE AWARD

The City may award multiple Contractors (primary, secondary and tertiary) as available, by line item, by group, or in its entirety. The City will endeavor to utilize Contractors in order of award. It is the intent of the City to award a Primary, Secondary and a Tertiary Contractor) for services to be provided to the City under this ITB. The Primary Contractor shall be the initial firm mobilized by the City. The Secondary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary Contractor, or if the Primary Contractor has defaulted its contract. The Tertiary Contractor will be “activated” in instances where the scope of the event merits additional resources to assist the Primary and/or Secondary Contractor. However, the City may utilize other Bidders in the event that:

- 1) a contract Bidder is not or is unable to be in compliance with any contract or delivery requirement;
- 2) it is in the best interest of the City to do so regardless of reason. The City reserves the right to reject any or all proposals prior to award.

2.9 NOTICE TO PROCEED

The City shall issue an official Notice to Proceed for the services referenced in this ITB and resulting contract. The Notice to Proceed shall be sent by email and followed by regular mail. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed. The Contractor shall begin preparation for mobilization immediately after receiving the Notice to Proceed. **After an emergency event, the contractor will, within two (2) hours of the conclusion of the event, have the specified number of crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic. The City reserves the right to request from the contract to stage personnel and equipment at**

a safe City facility to expedite the recovery phase If emergency road clearance is needed, Contractor shall have crews working within twenty-four (24) hours. The City may issue a Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations.

2.10 LIQUIDATED DAMAGES

Should the Contractor fail to complete requirements set forth in this scope of work, the City will suffer damage. The amount of damage suffered by the City is difficult, if not impossible, to determine at this time. Therefore, the Contractor shall pay the City, as liquidated damages, the following:

- a. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Contractor shall pay the City, as liquidated damages, \$500.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City approved Final Disposal Site and/or any associated fines levied by a third party.

Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

The amounts specified above are mutually agreed upon as a reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

2.11 PERFORMANCE AND PAYMENT BOND

This is a Standby / Pre-Event Agreement. Upon activation of a task order by the City, the Contractor will be required to provide Performance and Payment Bonds within three (3) calendar days of a written ‘Notice to Proceed’ by the City, each Bond shall be the amount equal to the total one hundred percent (100%) of the amount of the contract. Once activated, the Payment and Performance Bonds shall be in force for a period of not less than one (1) year from the date of original execution by the Bond Surety. Bonds shall be executed by the Contractor and surety company authorized to do business in the State of Florida with an A.M. Best rating of “A-“ (Excellent) or better, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Bidder MUST include with their proposal response, a letter from their bonding company / surety authorized to do business in the State of Florida, in the amount of One Million Dollars (\$1,000,000.00) that guarantees that the proposing bidder will be able to provide Performance and Payment Bonds at the time of an event. Contractors shall factor the annual cost of a Performance and Payment Bond into their

administrative costs when responding to this proposal. The City will not waive this requirement.

2.12 INSURANCE REQUIREMENTS

The Awarded Contractor(s) shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance with Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

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

2.13 FEDERAL, STATE AND LOCAL REGULATIONS

The successful Contractor shall comply with all federal, state and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project. Contractor costs associated with regulatory requirements shall be included in the project cost whether depicted specifically or not within the body of the proposal.

2.14 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, include your certification with your response. C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be permitted, through a prime Contractor, that Contractor is required to take the affirmative steps listed in items (1) through (6) below:

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

Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.15 STORAGE OF MATERIALS

The CONTRACTOR must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by the City.

2.16 SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject

to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.17 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Damage to public and/or private property shall be the responsibility of the Debris Management Contractor (DMC) and shall be repaired and/or replaced at no additional cost to the City. This includes any properties used as Temporary Debris Management Sites (TDMS). All items damaged as a result of Contractor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mailboxes, and turf shall be either repaired or replaced by the Contractor, at their expense, in a manner prescribed by and at the sole satisfaction of the Contract Manager. Any invoices submitted to the City, such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Contractor, shall be the responsibility of the Contractor. Repairs, or receipt of repairs, shall be completed and submitted to the City prior to submission of the Contractor's invoice for work accomplished. If the Contractor(s) fails to repair any damaged property, the City may have the work performed and charge the Contractor(s).

2.18 E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which constitute a default under the Agreement.

2.19 NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.20 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award) in accordance with Exhibit "A".

2.21 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166

2.22 INQUIRIES

Any questions regarding this Invitation to Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **Disaster Debris Removal and Disposal Service ITB # 2023-05.**

SECTION 3.0 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES:

The City of Doral, Florida (the “City”) a municipality in Miami-Dade County, is seeking qualified, experienced and licensed Contractor(s) hereinafter referred to as the “Contractor” or Debris Management Contractor (the “DMC”) to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to a disaster and emergency event. Such events include but is not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks. The awarded Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services to rapidly respond to volumes of wide scale debris. The City retains the right to obtain similar services from additional contractors. There is no guarantee any task order will be issued under the awarded agreement, task orders will be executed in the event of a declared emergency. Contractor and those performing the work must be appropriately licensed and registered. The work area includes various locations throughout the City. Maps and locations will be made available with a Mobilization Notice, however Exhibit "B" includes a Road Allocation Map and Exhibit "C" A Debris Staging Zone Map.

The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City’s requirements. The selected Contractor will be responsible for staying current with all FEMA and other agency guidelines and regulations.

After an emergency event, the contractor will, within two (2) hours of the conclusion of the event, have the specified number of crews and manpower in the City to begin to open and maintain all City roadways to vehicular traffic. The City reserves the right to request from the contract to stage personnel and equipment at a safe City facility to expedite the recovery phase. The sequence of these openings will be determined by the City of Doral. When all main streets are open, focus will then be shifted to the secondary roadways within the City right-of-ways. When all streets and avenues are open, focus will shift to debris removal from the City’s right-of-ways. Debris will be hauled to a Temporary Debris Staging Reduction Site (TDSRS) within the City of Doral to be determined by the City or directly to a disposal facility. Debris which had been hauled to the TDSRS will be chipped before disposal. Whether or not a TDSRS is used, all material will be hauled to a legal disposal facility permitted by the Florida Department of Environmental Protection (FDEP), the Miami-Dade County Department of Regulatory and Economic Resources (DRER) and approved in advance by the City. All hand loaded trucks will be paid at 50% of volume collected. Immediately upon delivery of the first load to the TDSRS, a separate chipping crew will be set up at the staging area to begin processing the debris. All contractor trucks will be verified for proper registration and insurance as mandated by the state of Florida. The size of the body (cubic yards) will be verified by the City of Doral or its representative, and

indicated on the decal placed on the dump truck body. Any and all stumps to be removed must be pre-validated before removal.

3.2 **DEFINITIONS**

The term “**Chipping**” shall mean reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations.

The term “**Clean As You Go Policy**” shall mean clearing all debris from each street or work zone on the first pass, whenever possible.

The term “**Contract Manager**” shall mean the City’s representative duly authorized by the City Manager to provide direction to the DMC regarding services provided pursuant to this ITB.

The term “**Construction and Demolition Debris (C&D)**” shall mean damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

The term “**Debris**” shall mean scattered items and materials either broken, destroyed or displaced by a natural disaster. Example: trees, construction and demolition material, personal property.

The term “**Debris Clearance**” shall mean the clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Monitor (Or Consultant) means the successful Contractor, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the firm under contract with the City to provide disaster debris collection (hauling) services and its subcontractors.

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

Eligible Debris as determined by FEMA Section #325 Debris Management Guide and other applicable regulations means debris resulting from a Presidentially declared disaster whose removal, as determined by the City Administrator or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery.

Emergency Road Clearance means removal of debris from the primary transportation routes as directed by the City.

Debris Removal from Public Property means removal of debris from public right-of-ways or City Facilities. Removal of debris beyond public property as necessary to abate imminent and/or significant threats to the public health and safety of residents.

Debris Removal from Private Property means should an imminent threat to life, safety and health to the general public be present on private property, the Contractor, as directed by the City, will accomplish the removal of debris from private property.

FDEP means the Federal Department of Environmental Protection.

FDOT means the Florida Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FFWC means the Florida Fish and Wildlife Commission.

FHWA means the Federal Highway Administration.

The term “**Hazardous Waste**” shall mean material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

The term “**Household Hazardous Waste**” shall mean used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics as defined by the Environmental Protection Agency:

- A. Toxic
- B. Flammable
- C. Corrosive
- D. Reactive

Examples of household hazardous waste includes small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline oils, swimming pool chemicals, pesticides, propane gas cylinders.

The term “**Hazardous Stump**” shall mean an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health, and safety.

“**Mixed Debris**” means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

The term **Project Manager** means the CONTRACTOR’s representative authorized to make and execute decisions on behalf of the CONTRACTOR.

The term “**Rights-of-Way**” shall mean the portions of land over which a facility, such as highways, railroads, and power lines are built. Includes land on both sides of the highway up to the private property line.

The term **Temporary Debris Management Site (TDMS)** means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

The term “**Tipping Fee**” shall mean a fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

The term **Vegetative Debris** means clean, woody debris and other organic materials that can be chipped and mulched.

The term **White Goods** means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

3.3 WORK SCENARIOS

- 3.3.1 **Localized** - In the event, the Contractor may be called upon to provide retrieval, hauling and/or reduction by chain saw of localized woody debris. The work will more likely be assisting City resources.
- 3.3.2 **Small Event - Wide spread or City-Wide.** In this event, the Contractor may provide all necessary supervision, labor and all equipment to clean, remove, haul, recycle and / or dispose of all types of debris with its own resources.
- 3.3.3 **Significant Event - Removal, Reduction, Hauling - Vegetative Debris Only - Widespread or City-Wide.** In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove, reduce (grind and mulch) and haul vegetative debris to a disposal site approved for use by FDEP and the City of Doral.
- 3.3.4 **Catastrophic Event - Removal, Reduction, Hauling and Separating Mixed Debris Wide spread or City Wide.** In this event, the Contractor may provide all necessary supervision, labor and all equipment to remove reduce, recycle and haul mixed debris to multiple disposal sites, approved for use by FDEP and the City of Doral.
- 3.3.5 **Catastrophic Event - Site Management - City Wide.** In this event, the Contractor will be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites City wide including burn operations. The Contractor will be responsible for all necessary traffic control, weighting, measuring, reduction, recycling and all other necessary operations for the operation of the sites(s) through close out. Proposers shall prove experience with site management and FEMA requirements to qualify for this scope.

3.4 LOCATION OF WORK

Accompanying this specification is an area map indicating main Streets and Avenues within the City of Doral. (Exhibit "B") Existing roadway signs clearly indicate the name of each road. By submitting this bid, the BIDDER certifies that he/she is familiar with the roadways and the proposed scope of work, prior to submitting the bid. The City reserves the right to remove specific locations as deemed appropriate. The City also reserves the right to award the locations to multiple BIDDERS to attain the best possible service and price.

3.5 REQUIRED EQUIPMENT AND MANPOWER

The Contractor must mobilize the following equipment to one or more locations within the City of Doral, at a minimum of 24 hours (twenty-four hours) prior to the commencement of a known or anticipated event, (Storm or Hurricane). Prior to an event, the Contractor shall stage a minimum of 3 crews at the Doral Police / Public Works Facility, located at 6100 NW 99 Ave. Doral, FL 33178, with the proper capability and personnel to be able to perform the first push. Each crew shall have the proper machinery and tools to remove all debris from public right-of-way and cut out any plant material required to push aside said debris. Within 2 hours (two hours) of the lifting of the hurricane warning as presented over a public information system (radio/television) of the known or anticipated, even the CONTRACTOR will make available all man power necessary to operate said equipment and to carry out all necessary activities to fulfill his contract obligations. The Contractor shall mobilize within 4 hours (four hours) of an unanticipated event after being notified by the City.

- 3.5.1 Within 2 hours from conclusion of the event a minimum of three crews consisting of the following elements shall be on site ready to execute contract duties:

Crew #1 - Shall be equipped with the following:

1. Hydraulic bucket-truck with a reach capacity of no less than 50 feet
2. Backhoe equivalent of CAT 416 or Deere 310 or larger
3. One brush chipper that handles limbs up to 3" diameter
4. Two-way communication system between the contractor's service vehicles and the City of Doral
5. One dump truck with a minimum or 14,000-pound gross vehicle weight with chipper box
6. Three laborers each with chain saw

Crew #2 & 3

Same as Crew #1 with the exception of #1 Hydraulic bucket-truck

Within 24 hours from conclusion of the event three additional crews for a total of six crews will be on site.

Crew #4-5-6

Same as Crew #1 with the exception of Hydraulic Bucket-truck and Backhoe

3.5.2 A full time Supervisor for City of Doral contract operation shall be provided at all times.

3.5.3 Within 4 hours of an unanticipated event once CONTRACTOR has been notified by the City of Doral the same requirements should be met as enumerated in Section 3.5.1 above

3.6 MOBILIZATION FACILITY

A minimum of 24 hours prior to a known or anticipated event the contractor will mobilize all equipment as outlined in item 3.5.1 to one or more facilities within the City of Doral to be provided by the Contractor.

3.7 SPECIAL CONTRACT REQUIREMENTS

3.7.1 The President / Chief Operating Officer of the contracting firm must be available to attend meetings with the City within 24 hours of notification.

3.7.2 During emergency recovery efforts the contractor must be available 24 hours per day, 7 days per week, for the work detail that may include, but is not limited to, the supply of six work crews as outlined in item 3.5.1 and 3.5.2.

3.7.3 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.

3.7.4 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 minimum criteria.

3.7.5 The contractor's owner, or supervisor employee of the contractor approved by the City, must be on 24-hour call, for emergency purposes until the City releases the Contractor from service. Emergency contact information for both the primary contact and a backup must be supplied to the City, (office, home, cell, Nextel) if communication systems are down the emergency contact must be available via satellite phone.

3.7.6 The contractor, on an immediate and first priority basis, shall be available to the City to clear roadways or access areas in the event of an Act of God (i.e. storm, hurricane, tornado, earthquake), act of terrorism or an accident that causes a block on a roadway or pedestrian area, or any other emergency deemed adequate to affect an activation by the City Manager or appointee.

3.7.7 Each May 1st the Contractor shall submit, for City approval, a hurricane mobilization and preparedness plan specifically relating to manpower, equipment and scheduling.

3.7.8 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. The contractor is responsible for diesel fuel / gasoline for his vehicles and if stored within the City must conform to all local, state, federal guide lines / regulations.

3.8 DEBRIS REMOVAL SCOPE

DMC shall provide debris collection and removal activities including, but not limited to, the following types of tasks:

1. The Contractor shall provide all labor, services, equipment, materials, and supplies necessary to collect all brush, tree parts, burnable debris, non-burnable debris and C&D debris from the City rights-of-way and public property as determined by the City. Removal of debris from private roads may be included in the scope where necessary for public safety, as authorized by the City. Any and all services provided by the Contractor, and labor, materials and equipment used by the Contractor, and its subcontractors must comply fully with all Federal, state and local laws, regulations, and guidance;
2. Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris;
3. Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
4. Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
5. Removal of sand and earthen materials from roads, streets, and rights-of-way.
6. Vegetative debris will be removed and loaded separately from non-vegetative and bagged vegetative debris.
7. At the direction of the City or Monitor, the Contractor shall remove storm generated debris from drainage canals, creeks and ditches.
8. All debris removal from City Parks, improved public property, and Facilities, as described in Attachment C will be at the approval and authorization of the city's monitoring firm and/or project manager prior to removal. DMC shall process Vegetative Debris and Mixed Debris delivered to TDMS(s) on a daily basis. Prior to processing, all debris shall be segregated between Vegetative Debris, C&D Debris, White Goods, E-Waste, Hazardous Waste, and other Mixed Debris so as to maximize recovery and recycling efforts with city approval.
9. The Contractor will not be compensated for disposing of any material not defined

as eligible debris. The Contractor and city's monitoring firm and/or project manager will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the Contractor on numbered tickets supplied by the Contractor. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt, and invoice amounts.

10. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
11. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.

3.4 DOCUMENTATION AND REIMBURSEMENT

DMC shall utilize load tickets provided by the Debris Monitor to track and document the removal and management of Eligible Debris. DMC shall ensure that load tickets meet the requirements of FEMA and other Federal, State, or local reimbursement agencies. DMC shall provide data management and support to the City during the emergency recovery effort including, but not limited to, the following: Each load ticket shall contain the following information:

1. Municipality (Applicant)
2. Prime Contractor name.
3. Sub-Contractor name.
4. Load ticket number.
5. Truck ID number and capacity
6. Truck Driver name.
7. Date and time of pick up, loading.
8. Date and time of delivery, unloading
9. Pick up location (street address or primary street between specific area).
10. Loading Information
11. Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
12. Total cubic yards picked up.

13. Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 14. Load Monitor Printed Name and Signature.
 15. Dump Monitor Printed Name and Signature.
 16. GPS.
 17. Inspector.
 18. Unloading Information.
- 3.4.1 Load tickets will be issued by the Debris Monitor or City personnel prior to departure from the loading site or upon arrival at the debris staging area. The Debris Monitor/City will keep two (2) copies of the load ticket and the vehicle operator will retain the remaining copies for DMC's records. DMC will scan all load tickets. DMC shall provide scanned copies of all load tickets, as well as a spreadsheet itemizing all load tickets, once a week, or more frequently as requested by the Contract Manager. Scanned load tickets shall be organized by activity date. DMC shall have a system for clearly tracking and documenting all its costs associated with work conducted pursuant to this contract, identifying expenditures eligible for reimbursement, and maintaining documentation of the recovery process.
 - 3.4.2 DMC shall supply certification placards meeting FEMA requirements and place such placards on its vehicles. Placards shall also include the wording "City of Doral Beach Emergency Debris Contractor" and the DMC's name.
 - 3.4.3 DMC will work closely with the City, with the City's contracted Debris Monitor and applicable Federal, State and local agencies to ensure that the City's emergency recovery procedures and data documentation for Eligible Debris meet the requirements of the reimbursement agencies. DMC shall provide to the City all records, disposal tickets, field inspection reports and other data necessary to adequately document recovery services and provide sufficient substantiation for Federal and State reimbursement applications. DMC shall review all reimbursement applications prepared by the City or Debris Monitor prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City or Debris Monitor of any recommended changes, corrections, alterations, or deletions. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency.
 - 3.4.4 DMC shall reconcile any discrepancies between the Debris Monitor's daily report and the corresponding load tickets within forty-eight (48) hours.

3.5 PAYMENT

The City, or its authorized representative, will monitor, verify and document with load tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals, upon services rendered. Work not ticketed or not authorized by the City will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. Price submittals should be inclusive of all such expenses.

Payment for disposal costs incurred by the Contractor at City approved Final Disposal Sites will be made at the cost incurred by the Contractor. **The City will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the City.** The Contractor(s) shall submit a copy of all invoice(s) received by the City approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City approved Final Disposal Site, and proof of Contractor payment to the City approved Final Disposal Site. The City will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

3.6 PERSONNEL

Proposing firm shall have a professional staff with the knowledge, skills, and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required. DMC personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

DMC shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, and provided herein as attachment B. Contractor's TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all Disaster Debris Collector site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.

3.7 EMERGENCY ROAD CLEARANCE

Work shall consist of all labor, equipment, fuel, and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City's Debris consultant and/or Contract Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the City to conduct emergency roadway clearance work. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the City. Clearance of these roadways will be performed as identified by the City's DMC. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked.

3.7.1 TIME-AND-MATERIALS

Time-and-materials contracts may only be used when the scope of work necessary to achieve an outcome is unknown. The FEMA PA Program will typically only reimburse the City for a time-and-materials contract for eligible debris clearance during the first 70 hours of work following a declared disaster.

3.8 DEBRIS REMOVAL FROM PUBLIC RIGHTS-OF-WAY

As identified and directed by the City, DMC shall provide all labor, services, equipment, materials, and supplies necessary to collect Vegetative Debris and Mixed Debris from the City's rights-of-way and public property. DMC shall haul all debris to designated TDMS(s) or other temporary staging areas, disposal sites, or recycling centers, as determined by the City Debris Monitor Consultant. DMC shall segregate all debris to the extent practical.

3.9 ROW VEGETATIVE DEBRIS REMOVAL

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Vegetative debris may consist of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Depending on the size of the debris, the collection of vegetative debris may require the use of flatbed trucks, dump trucks, and grapple loaders.

3.9.1 For the purpose of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with mechanical loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

3.9.2 Removal of eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.

- 3.9.3 Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City-approved DMS or a City approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- 3.9.4 All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- 3.9.5 Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
- 3.9.6 The Contractor must provide traffic control as conditions require or as directed by the City's Debris Monitor Consultant.

3.10 ROW CONSTRUCTION AND DEMOLITION (C&D) DEBRIS REMOVAL

Current Edition of the FEMA Public Assistance Program and Policy Guide (PAPPG) defines eligible Construction and Demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.)

Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris.

3.11 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT AND DISPOSAL

Household Hazardous Waste (HHW) refers to hazardous products and materials that are used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

3.12 HAZARDOUS WASTE

Waste that is potentially harmful to human health or the environment that exhibits at least one of the following four characteristics: Ignitability, Corrosivity, Reactivity and Toxicity.

- Hazardous wastes may require segregation and special handling
- Document improper segregation
- Notify appropriate authorities if unsafe practices are observed during handling and

- disposal (know required safety procedures for the circumstances)
- Monitor processing carefully and regularly to verify the proper precautions are taken and the chain-of-custody is maintained
 - Verify that hazardous wastes are delivered to an appropriate DMS, as they can require special handling, transportation, and final disposition

3.14 LEANING TREES AND HANGING LIMBS

DMC shall trim, cut and/or fell leaning trees (leaners) and/or hanging limbs (hangers) that constitute an immediate threat; only upon prior written consent of the Contract Manager. Each tree and limb shall then be placed in the public right-of-way where such debris shall be removed and included in the overall cubic yard price for debris removal. A fallen tree that extends onto the public right-of-way from private property shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed.

STUMP REMOVAL, BACKFILL AND HAUL

3.15

The Contractor shall provide all labor, materials, equipment, tools, traffic control, signage, and any other incidental items; to collect and remove eligible hazardous stumps from the City's authorized ROW.

3.15.1 The Contractor shall extract or remove only stumps which meet the following eligibility criteria and are authorized by the City or its designated representative:

1. The stump root ball is exposed by fifty (50) percent or more;
2. The stump shall be larger than twenty-four (24) inches in diameter, measured twenty-four (24) inches above the ground; and extraction is required as part of the removal.
3. The stump is located in the authorized ROW or on improved property and poses a danger to the public's health and safety.

3.15.2 The City or authorized representative shall measure and document the stump prior to removal, through photographs, GPS coordinates, US National Grid coordinates, physical address/location and other relevant information which verifies the hazard posed by the stump.

3.15.3 Hazardous stumps which meet the eligibility criteria and have been documented following the described procedures shall be eligible for unit pricing which includes the extraction, transport, disposal, and filling the root ball cavity.

3.15.4 Costs for the removal of hazardous stumps shall be invoiced separately.

3.15.5 The Contractor shall be required to fill the cavity left by the excavation process with clean fill dirt in the quantity documented by the City or the City's authorized

representative.

- 3.15.6 The eligible hazardous stump shall be transported to the City's DMS or to the City's designated final disposal site.
- 3.15.7 The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table ([Appendix E 1 – FEMA Stump Conversion Table](#)) - Assistance Policy (DAP) 9523.11 dated May 15, 2007.
- 3.15.8 Stumps which are placed on the authorized ROW by others shall not be eligible for hazardous stump unit pricing.

3.16 SAFETY

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:

- 3.16.1 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, hard hat, safety glasses, ear plugs, work boots (with safety toe,) gloves, and rain gear.
- 3.16.2 All the work and all materials or equipment to be incorporated therein, whether in storage or outside of the City.
- 3.16.3 The contractor will designate a responsible member of their organization within the City whose duty shall be the prevention of accidents. This person shall be the Contractor's Supervisor unless otherwise designated in writing by the Contractor to the City.
- 3.16.4 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. He will give the City prompt written notice of any significant changes in the work or problems caused thereby.
- 3.16.5 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.

3.16.6 Any and all damage associated with debris removal operations shall be restored to pre-existing condition at the Contractors expense.

3.16.7 The Contractor must contact Sunshine State One Call of Florida, Inc. at (800) 432-4770 for location of utilities prior to starting any excavation.

3.17 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.

3.18 CONTRACTOR’S EQUIPMENT

All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Contractor shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall 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 be responsible for injury to persons caused by the operation of the equipment.

The contractor must identify current inventory of heavy equipment, vehicles and other related equipment and their current conditions that would be dedicated and utilized for the City’s objective. A full list shall include descriptions, sizes and age of the equipment must be provided.

Per **FEMA Recovery Policy RP9523.12**, mechanically loaded vehicles are preferred for debris removal. Hand-loaded vehicles are prohibited unless pre-authorized, in writing, by the Contract Manager or Debris Monitor.

All trucks used for collection and hauling of eligible debris from the City ROW to City approved DMS(s) or City approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor’s responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager.

Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off.

Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the City reserves the right to require the contractor to “tarp” or cover debris when hauling.

3.19 ONSITE CHIPPING

In areas not accessible by debris removal equipment and as directed by the Contract Manager, DMC will chip limbs, branches, foliage, etc., onsite using a handfed chipper. DMC will collect chipped and other tree debris immediately following completion of the chipping and haul the mulch or chipped debris to a final disposal site as determined by the Contract Manager.

In accordance with National Fire Protection Association mulch and chip piles should not exceed 25 feet in height, 150 feet in width, and 250 feet in length and shall follow current NFPA guidelines. A clear space of not less than 15 feet shall be maintained between piles and exposing structures, yard equipment, or stock, and piles should be subdivided by fire lanes having at least 30 feet of clear space at the base around each pile. These piles should not be compacted and meet all local regulations and laws.

3.20 TEMPORARY DEBRIS STORAGE AND REDUCTION (TDMS) SITES

A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. Contractor shall be responsible for establishing site layout, including but not limited to maintaining up to date GIS mapping and site sketches, as approved by the City. The TDMS location(s) will be identified by the City, within City boundaries. DMC shall be prepared to establish additional TDMS(s) as deemed necessary by the City to ensure an adequate number of TDMS(s) for the amount and location of debris. DMC will be responsible for obtaining necessary permits and conducting the required environmental investigations and documentation. DMC will thoroughly videotape and/or photograph each TDMS before any activities begin and will periodically update video and photographic documentation to track site evolution.

DMC shall provide all equipment and personnel to manage, maintain, and operate the TDMS(s). The number of active sites will be determined by the Contract Manager and/or Debris Monitor based on the severity of the disaster. The Contract Manager will provide access and authorization to DMC to operate on the designated TDMS(s), including all information in the Contract Manager's possession regarding the sites that is necessary for successful operation.

DMC will provide a site operations plan for review and approval by the Contract Manager prior to beginning work. At a minimum, the plan will address the following:

1. Access to the site.
2. Site management, to include point of contact, organizational chart, etc.
3. Traffic control procedures.

4. Site security.
5. Site safety.
6. Site layout/segregation plan.
7. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate.

DMC shall reclaim each TDMS to its pre-use condition within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include, but not be limited to, removal of all equipment and debris, grading the site to historical conditions, seeding and mulching of exposed areas, repairing irrigation fences and roads, and removing all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.). The site will be restored in accordance with all local and contractual requirements.

3.21 APPROVED FINAL DISPOSAL SITE

The Contractor shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work. The Contractor shall not use any disposal facility without the written consent of the Contract Manager. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-City approved Final Disposal Site.

DMC shall provide documentation for all items salvaged or recycled. Documentation shall include identification of material type, quantity, location material is accepted for salvage or recycling, and the value of the salvaged or recycled material. DMC shall provide the value of the salvaged or recycled material back to the City as a reimbursement credit back to FEMA, as required by FEMA. The value of the material will be defined as the value of the material as paid to DMC by the entity accepting the material for salvage or recycling.

The Contractor will use only debris management sites or landfills authorized by the Solid Waste Authority and will coordinate with and comply with all Solid Waste Authority regulations and directions. The Contractor shall ensure FDEP approvals of debris management sites and (Florida Department of Forestry) FDOF burn authorization.

The Contractor(s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Contractor(s) and the City for permission to post a City inspector or authorized representative at the site for verification of each load disposed.

3.22 ADDITIONAL AS NEEDED SERVICES

DMC may be requested to perform the services detailed below, compensated under

- A. **Marine Debris Removal** – DMC shall clear waterways of debris and fallen trees as identified and directed by the City in writing. DMC shall ensure all work is eligible and documented in compliance with FEMA or NRCS requirements for reimbursement.
- B. **Removal of Vehicles and Vessels** – The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state, and federal handling permits and operating in accordance with rules and regulations of local, state, and federal regulatory agencies. No vehicles shall be removed without prior City Approval. Such approval may be made for a single vehicle or multiple vehicles depending upon the scope and severity of the debris-generating event.
- C. **Dead Animal Carcasses** – DMC shall collect, transport, and dispose of dead animal carcasses including, but not limited to, dead livestock, poultry, and large animals, in any permissible manner consistent with Federal, State and local laws and regulations.
- D. **White Goods** – DMC should expect to encounter White Goods available for disposal. DMC shall remove and recover Freon from any White Goods, such as refrigerators, freezers, or air conditioners, in accordance with applicable regulations. DMC shall recycle all eligible White Goods in accordance with all Federal, State, and local laws and regulations. White Goods may be transported to a storage area before decontamination, as long as Freon is not released during the removal, hauling, or recycling. White goods are banned from landfill disposal in the State of Florida, but are accepted for recycling.
- E. **Residential Drop-off Sites** - The City may elect to open a number of Drop-Off Sites to allow City residents to drop off debris. In the event such sites are utilized, DMC shall be responsible for managing debris at the sites including, but not limited to, providing equipment to manage debris piles, loading debris for transport, hauling debris to a TDMS or other designated site, and restoring the site to its pre-use condition. No reduction activities will be permitted at the Drop-Off Sites.
- F. **E-Waste** – means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

3.23 OTHER OPERATIONAL CONSIDERATIONS

Inspection – All emergency debris shall be subject to inspection by the Debris Monitor, Contract Manager, or any public authority in accordance with generally accepted standards to ensure compliance with the contract and applicable Federal, State and local laws and regulations. DMC shall, at all times, provide the Debris Monitor and City access to all work sites, TDMSs and disposal areas.

Working Hours – Contract Work Hours and Safety Standards - CONTRACTOR shall

comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve employment of mechanics or laborers.)

Unless otherwise approved by the City, all activity associated with gathering, loading, and hauling debris shall be performed during visible daylight hours. DMC may work during these hours seven (7) days per week, including holidays. With City approval, debris reduction activities at the TDMS(s) may take place twenty-four (24) hours per day, seven (7) days per week if DMC deems it necessary and safe. DMC shall mandate employee rest breaks and mealtime when hourly rates apply. It is expected that DMC shall work daily until project completion. Holiday leave and TDMS closure may be authorized based on operational needs and with City approval. DMC shall be responsible to coordinate with the Contract Manager in the event weather conditions delay or modify the daily schedule.

Traffic Control – DMC shall mitigate the impact of its operations on local traffic to the fullest extent practicable. DMC is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDMSs. DMC shall provide sufficient signage, flags, barricades, and appropriate public safety personnel to ensure the safety of vehicular and pedestrian traffic in all work areas.

END OF SECTION

4.0 BID SUBMITTAL FORM

ITB #2023-05

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

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

Addendum No. _____	Dated: _____
 - (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (f) This Bid 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; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
4. BIDDER understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place. As such the Contractor shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete the work.

Debris Removal, Processing & Disposal:

Item	Description	Unit	Qty	Unit Price	Total
1	Mobilize & Demobilize (per event)	LS	1		
2	Debris removal from Public Right-of-Way & hauling to TDSRS within the City limits	CY	20,000		
3	Debris removal from Public Right-of-Way & hauling to TDSRS outside of City limits	CY	10,000		
4	Debris removal from TDSRS, hauling and disposal at FDEP approved site within Miami-Dade County	CY	10,000		
5	Debris removal from Public Right-of-Way, hauling and disposal at final FDEP approved disposal site within Miami-Dade County	CY	5,000		
6	Processing (grinding/mulching) of vegetative debris at TDSRS	CY	25,000		
7	Processing (grinding/mulching) of construction & demolition (C&D) debris at TDSRS	CY	3,000		
8	Pick-up and haul of white goods	EA	100		
9	Pick-up and disposal of hazardous material	LB	1,000		
10	Dead animal collection, transportation and disposal	LB	1,500		
11	Process stump based on FEMA conversion table, July 2007 publication DAP9523.11, or latest version	CY	1,000		
12	Hazardous stump removal, hauling and disposal 6" diameter to 11.99" diameter	EA	100		
13	Hazardous stump removal, hauling and disposal 12" diameter to 23.99" diameter	EA	100		
14	Hazardous stump removal, hauling and disposal 24" diameter to 47.99" diameter	EA	30		
15	Hazardous stump removal, hauling and disposal 48" diameter or greater	EA	10		
16	Emergency road clearance (initial clearance not to exceed 72 Hrs) - "First Push"	T&M	Rates below		
17	Debris removal from private property and publicly owned property	CY	1,000		
18	Material, fill dirt for stump holes, purchased, placed & compacted	CY	1,000		
19	Leaning trees/hanging limbs	T&M	Rates below		
20	Demolition of structures	T&M	Rates below		

Sub Total _____

Equipment with Operator:

Item	Description	Unit	Qty	Unit Price	Total
1	JD544 or equal, wheel loader w/debris grapple	HR	72		
2	JD644 or equal, wheel loader w/debris grapple	HR	72		
3	JD544 or equal, wheel loader w/bucket	HR	72		
4	JD644 or equal, wheel loader w/bucket	HR	72		
5	Extend-a-boom forklift w/debris grapple	HR	12		
6	753 Skid Steer w/debris grapple	HR	72		
7	753 Skid Steer Loader w/bucket	HR	72		
8	753 Skid Steer w/Broom	HR	12		
9	Tractor w/box blade or rake	HR	12		
10	JD648 E or equal Log Skidder	HR	12		
11	CAT D4 or equal dozer	HR	24		
12	CAT D6 or equal dozer	HR	18		
13	CAT D8 or equal dozer	HR	12		
14	CAT or equal 125/140 HP Motor Grader	HR	24		
15	JD690 or equal hoe w/grapple	HR	10		
16	JD690 or equal hoe w/bucker & Thumb	HR	36		
17	Excavator type hoe on rubber w/grapple	HR	24		
18	JD310 or equal TLB	HR	24		
19	210 Prentiss or equal knuckle-boom w/grapple	HR	36		
20	CAT 623 or equal self-loading scraper	HR	12		
21	Hand fed debris chipper	HR	36		
22	300/400 Tub Grinder	HR	36		
23	Diamond Z or equal 800/1,000 tub grinder	HR	24		
24	30 TN Crane	HR	12		
25	50 TN Crane	HR	8		
26	100 TN Crane	HR	4		
27	40'/60' Bucket Truck	HR	36		
28	Service Truck	HR	36		
29	Water Truck	HR	24		
30	Portable Light Tower	HR	18		
31	Pick-up (w/o driver)	HR	36		
32	Knuckle-boom w/grapple self-loading Dump type truck	HR	72		
33	Single axle dump type truck, 5 - 12 CY	HR	36		
34	Tandem axle dump type truck, 16 - 20 CY	HR	36		
35	Trailer type truck/tractor 24 - 40 CY	HR	30		
36	Trailer type truck/tractor 41 - 60 CY	HR	30		
37	Trailer type truck/tractor 61 - 80 CY	HR	24		
38	Power Screen	HR	36		
39	Stacking conveyor	HR	18		
40	Off Road Truck	HR	24		

Sub Total _____

Labor & Material:

Item	Description	Unit	Qty	Unit Price	Total
1	Operating Manager	HR	36		
2	Superintendent w/truck, phone & radio	HR	72		
3	Foreman w/truck, phone & radio	HR	72		
4	Safety/quality control inspector w/vehicle, phone & radio	HR	36		
5	Inspector w/vehicle, phone & radio	HR	60		
6	Climber w/gear	HR	36		
7	Chain & Hand Saw Operator	HR	72		
8	Laborer & Flagman	HR	72		
9	Haz-Mat Professional	HR	60		
10	Certified Arborist	HR	24		
11	Project Manager/Haz-Mat Professional	HR	36		

Sub Total _____

Emergency Power Generators & Support Equipment:

Item	Description	Unit	Qty	Unit Price	Total
1	5 kw Generator	Day	10		
2	10 kw Generator	Day	10		
3	20 kw Generator	Day	8		
4	40 kw Generator	Day	8		
5	60 kw Generator	Day	5		
6	80 kw Generator	Day	5		
7	100 kw Generator	Day	2		
8	120 kw Generator	Day	2		
9	Satellite Phone for use by the City to coordinate operations during failure of other communication systems	Day	10		

Sub Total _____

BID TOTAL _____

RATES FOR OTHER SERVICES, EQUIPMENT, OPTIONS AVAILABLE

If it should become necessary for the City to request the firm to render any additional services to either supplement the services requested in this ITB or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between City and the firm. Any such additional work agreed to between City and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the Bid Submittal.

Item	Description	Unit of Measure	Qty	Unit Price	Extended Price
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
16				\$	\$
17				\$	\$
18				\$	\$
19				\$	\$

SIGNATURE IS REQUIRED AT THE END OF THIS SECTION

Certification that the person signing the bid is entitled to represent the firm empowered to submit the bids and authorized to sign a contract with the City of Doral.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this Bid for the Bidder.

END OF SECTION

EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products & Completed Operations	\$2,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
 Primary Insurance Clause Endorsement
 Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

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	\$2,000,000
--	-------------

Coverage / Endorsement Required

Employees are covered as insureds
 City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers’ Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
 \$100,000 for bodily injury caused by disease, each employee
 \$500,000 for bodily injury caused by disease, policy limit

Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.
Waiver of Subrogation in favor of City.

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

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors

comply with all insurance requirements.

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

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

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

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

Coverage and Certificates of Insurance are subject to review and verification by City of Doral Risk Management. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition. The City reserves the right to amend insurance requirements in order to sufficiently address the scope of services. These insurance requirements shall not limit the liability of the Contractor/Vendor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor/Vendor's interests or liabilities but are merely minimums.

ACKNOWLEDGED:

I hereby acknowledge and confirm that upon approval of award, will take the necessary action to comply with the minimum insurance requirements as set forth within this solicitation. I accept that failure to comply at the time of contract execution may result in award being defaulted.

(Signature and Date)

Print Name:

This document must be completed and returned with your Submittal.

City of Doral



Public Works Department Road Allocation Map

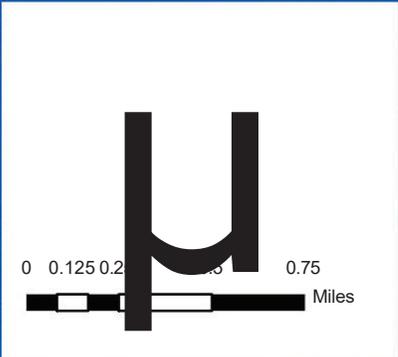
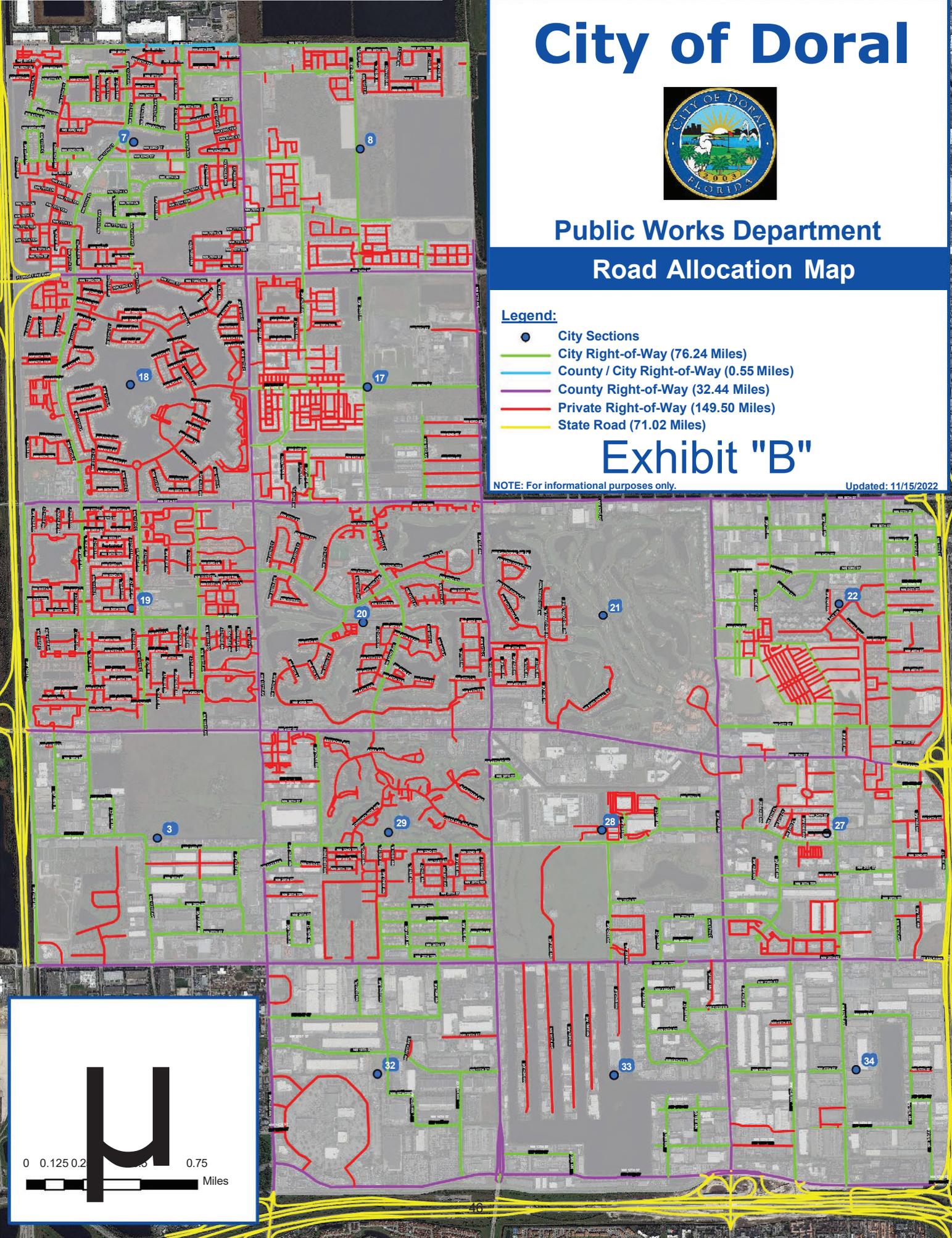
Legend:

-  City Sections
-  City Right-of-Way (76.24 Miles)
-  County / City Right-of-Way (0.55 Miles)
-  County Right-of-Way (32.44 Miles)
-  Private Right-of-Way (149.50 Miles)
-  State Road (71.02 Miles)

Exhibit "B"

NOTE: For informational purposes only.

Updated: 11/15/2022



City of Doral



Public Works Department Debris Staging Zone Map

Legend

 Debris Staging Site - Downtown Doral

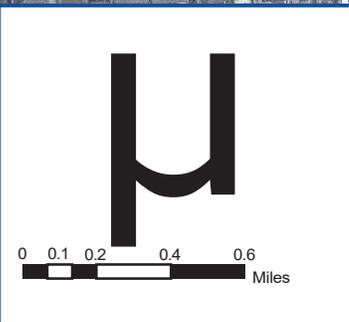
Debris Zones

 North Zone
 South Zone

Exhibit "C"

Site A

Site B



5.0 REQUIRED FORMS / AFFIDAVITS

The forms/affidavits listed below must be completed by an official having legal authorization to contractually bind the company or firm.

Each signature represents a binding commitment upon the Contractor to provide the goods and/or services offered to the City of Doral, if the Contractor is determined to be the most responsive and responsible Bidder.

- 5.1 E-Verify Affidavit
- 5.2 Business Entity Affidavit
- 5.3 Non-Collusion Affidavit
- 5.4 No Contingency Affidavit
- 5.5 American with Disabilities Act (ADA)
- 5.6 Public Entity Crimes
- 5.7 Drug-free Workplace Program
- 5.8 Contractor Anti-Kickback Certification
- 5.9 Equal Opportunity/Affirmative Action Statement
- 5.10 Conflict of Interest Statement
- 5.11 Certificate of Authority:
 - A. Certificate of Authority, if Limited Liability Corporation
 - B. Certificate of Authority, if Corporation
 - C. Certificate of Authority, if Partnership
 - D. Certificate of Authority, if Joint Venture
- 5.12 Certificate as to Corporate Principal
- 5.13 Acknowledgement of Conformance with OSHA Standards
- 5.14 Dispute Disclosure Form
- 5.15 Contractor Anti-Boycott Certification
- 5.16 Byrd Anti-Lobbing Amendment Certification
- 5.17 Disclosure of Lobbying Activities



ADDENDUM NO. 1
City of Doral
ITB No. 2023-05
Disaster Debris Removal and Disposal Services

June 1, 2023

This Addendum No. 1 to the above-referenced Invitation to Bid is issued in response to questions from prospective respondents, or other clarifications and revisions issued by the City of Doral. The following clarifications are provided.

- 1. Question: Will the hazardous trees and limbs be cut and placed onto the ROW for collection under other items?**

Response: Yes. Under item "Debris Removal from Public Right-of-Way and Hauling to TDSRS".

- 2. Question: Will the 1 2-year additional period be renewed at the consent of both parties?**

Response: Yes.

- 3. Question: Will the tipping fees be a pass-through charge?**

Response: Yes.

- 4. Are there any additional debris staging areas contemplated other than those show in the ITB? Location?**

Response: There are currently no other areas. City is looking into additional areas within the City or in adjacent areas.

Any questions regarding this Addendum should be submitted in writing to the Procurement at email: procurement@cityofdoral.com.

Bidders are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,

Donna Rockfeld, Procurement Manager

Attachment "B"

RESOLUTION No. 23-107

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDING INVITATION TO BID #2023-05 "DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES;" AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CTC DISASTER RESPONSE, INC., CERES ENVIRONMENTAL SERVICES, AND DRC EMERGENCY SERVICES FOR THE PROVISION OF EMERGENCY DEBRIS REMOVAL SERVICES; PROVIDING THAT COST TO THE CITY SHALL ONLY APPLY UPON THE CITY'S AUTHORIZED REQUEST OF SERVICE AFTER AN ACTUAL EMERGENCY; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY WITH RESPECT TO THE AGREEMENTS APPROVED HEREIN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral ("City") is in need of qualified, experienced and licensed firm to remove, process, and lawfully dispose of disaster generated debris from public property and public rights-of-way in response to an emergency event, including but not limited to, hurricanes, tornadoes, windstorms, floods, and fires or manmade disaster(s) such as civil unrest and terrorist attacks; and

WHEREAS, in furtherance thereof, the City issued Invitation to Bid #2023-05 titled "Disaster Debris Removal and Disposal Services," pursuant to which the City received seven (7) bids by the June 15, 2023 deadline; and

WHEREAS, upon careful review of the bids, Staff determined that CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services, have met the terms and conditions of ITB # 2023-05, and were the three (3) lowest responsive and responsible bidders; and

WHEREAS, Staff respectfully requests that the Mayor and the City Councilmembers authorize the City manager to enter into agreements with CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services for the provision of Emergency Debris Removal Services, as primary, secondary, and tertiary contracts, respectively; and

WHEREAS, the agreements shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods, for a total term of five (5) years; and

WHEREAS, the cost to the City for services provided under these agreements shall only apply upon the City's authorized request for services after an actual emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL 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 award of ITB # 2023-05 to CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services is hereby approved. Additionally, the agreements between the City of Doral and CTC Disaster Response, Inc., Ceres Environmental Services, and DRC Emergency Services for the provision of emergency debris removal services, a copy of which are attached hereto as composite Exhibit "A", are hereby approved.

Section 3. Authorization. The City Manager is authorized to execute Agreements and expend budgeted funds on behalf of the City in the event of an emergency.

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 Puig-Corve who moved its adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 28 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY