

# CITY OF DORAL



Invitation to Bid (ITB)

ITB No. 2025-15

## Emergency Sandbag, Sand and Support Services

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



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

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

**PROJECT OVERVIEW**

The City of Doral is seeking bids from contractors to provide emergency sandbags, sand and support services. Upon a “Declaration” is enacted by the Office of the State of Florida Governor, the City of Doral will be enacting its own emergency management process whereby the purchase of sandbags will be a priority.

**SCHEDULE**

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

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Issuance/Advertisement Date:	<b>June 11, 2025</b>
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	<b>June 27, 2025 at 10:00 AM</b>
<u>Non-Mandatory</u> Pre-Bid Conference:	Join from your computer, tablet or smartphone. <a href="#">Microsoft Teams Need help?</a> <a href="#">Join the meeting now</a> <a href="#">Meeting ID: 254 544 496 930</a> <a href="#">Passcode: 6xV7xH6a</a>

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Cut-off Date for Written Questions:	<b>July 8, 2025 at 5:00 PM</b>
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	<b>July 14, 2025 at 2:00 PM</b>
	Submissions Due Electronically via DemandStar
Deadline for Submittals & Public Bid Opening:	Join from your computer, tablet or smartphone. <a href="#">Microsoft Teams Need help?</a> <a href="#">Join the meeting now</a> <a href="#">Meeting ID: 219 677 879 152 9</a> <a href="#">Passcode: zZ6pa3LT</a>

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## **INSTRUCTIONS**

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

This ITB is subject to the "Cone of Silence." Accordingly, all questions and comments regarding this ITB must be written in writing and directed to Roman Martinez, MPA, CPPO, CPPB, Procurement and Asset Management Director at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must reference "ITB No. 2025-15 Emergency Sandbag, Sand and Support Services" in the subject line. No phone calls will be accepted regarding this solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this solicitation, supplements or revisions will be made available via written addendum.

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

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

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### EXHIBITS

**EXHIBIT A – REQUIRED SUBMISSION FORMS**

**EXHIBIT B – INSURANCE REQUIREMENTS**

**EXHIBIT C -- CONTRACT PROVISIONS UNDER FEDERAL AWARDS**

- **Proposer is to submit a completed**
  - o IRS Form W-9 - Request for Taxpayer Identification Number and Certification
  
- **Sample Agreement**



## **ARTICLE 1 – GENERAL TERMS AND CONDITIONS**

### **1.1 Definitions**

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

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

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

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

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

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

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

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

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

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

### **1.2 Cone Of Silence**

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

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

The Cone of Silence shall not apply to:

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

Please contact the City Attorney for any questions

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

### **1.3 Examination Prior to Submission**

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

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

### **1.4 Clarifications and Addenda**

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

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

### **1.5 Withdrawal of Response**

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

### **1.6 Right To Cancel or Reject Responses**

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

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

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

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

### **1.7 Protests**

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

### **1.8 Incurred Expenses**

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

### **1.9 Preparation of Response**

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

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

## **1.10 Submission of Responses & Evaluations**

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

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

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

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

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

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

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

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

Proprietary Responses: By submitting a Response, the

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

## **1.11 Prohibition Against Considering Social, Political, or Ideological Interests**

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

## **1.12 Identical (Tie) Responses**

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

## **1.13 Public Records**

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

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

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

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

#### **1.14 Compliance With Applicable Laws**

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

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

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

#### **1.15 Public Entity Crime**

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

#### **1.16 Equal Employment Opportunity**

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq.,

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

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

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

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

#### **1.18 Scrutinized Companies**

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

#### **1.19 Fraud and Misrepresentation**

Any individual, corporation, or other entity attempting to meet its contractual obligations with the City through

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

#### **1.20 Collusion**

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

#### **1.21 Respondent in Arrears or Default**

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

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

#### **1.22 Conflict of Interest**

By way of its Response, Successful Respondent recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in the Contract or any

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

#### **1.23 Assignment or Transfer**

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

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

#### **1.24 City Property**

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., shall remain the property of the City. The Successful Respondent shall be liable for any and all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while in route to the

City shall be the responsibility of the Successful Respondent. In the event that such property is destroyed or declared a total loss, the Successful Respondent shall be responsible for the replacement value of the property at the current market value, less depreciation of the property, if any, plus any other damages incurred by the City as a result of such loss.

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

#### **1.25 Termination For Default**

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

#### **1.26 Termination For Convenience**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the City's best interests. If the Contract is for supplies, products, equipment, or software and so terminated for the convenience of the City, the Successful Respondent will be compensated solely for the supplies, products, equipment, or software delivered to and accepted by the City before termination. To the extent that this Contract is for services, and so terminated, the City of Doral shall be liable only for payment in accordance with the Contract's payment provisions for those services rendered prior to termination. Except as expressly provided herein, the City shall not be liable for any damages incurred by the counterparty to the Contract in connection with such termination. The selected Contractor may terminate for convenience by providing at least ninety (90) days prior written notice to the City.

#### **1.27 Confidentiality**

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

#### **1.28 Anti-Trust/Non-Exclusivity**

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

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

#### **1.29 Quantities**

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

#### **1.30 Audit Rights and Records Retention**

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

#### **1.31 Capital and Other Expenditures**

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

### **1.32 Governing Law and Venue**

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

### **1.33 Attorney Fees**

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

### **1.34 Disputes**

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

### **1.35 Waiver of Jury Trial**

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

### **1.36 No Partnership or Joint Venture**

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

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

### **1.37 Severability**

If any provision of the Contract or its application to any person or situation shall be held invalid or unenforceable to any extent, the remainder of the Contract and the

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

### **1.38 Indemnification**

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

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

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

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

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

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

The selected Contractor shall not be required to indemnify the City for the City's gross negligence. All other provisions pertaining to indemnification remain the same. Note that the City reserves the right to negotiate alternative language for indemnification and any other legal provisions if required by the City Attorney.

### **1.39 City Rights as Sovereign**

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

### **1.40 Time is of the Essence**

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

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

### **1.41 Delivery**

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

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

### **1.42 Brand Names**

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

### **1.43 Contract Amendments**

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



#### **1.44 Conflicts and Order of Precedence**

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

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

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

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

#### **1.45 Contract Interpretation and Construction**

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

Miscellaneous items and accessories that are not explicitly mentioned but essential to produce a complete and properly operating product providing the function indicated shall be furnished and installed without change in the Contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory

is an essential part and shall be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

#### **1.46 Rights and Remedies**

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

#### **1.47 Inspection of Project Records**

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

#### **1.48 Notice**

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

#### **1.49 Payment**

The City as a municipal corporation is subject to the Local Government Prompt Payment Act, Chapter 218, Part VII, Fla. Stat., as amended. Payments made by the City shall not preclude the City from disputing any items or services billed under this Contract and shall not be construed as waiver or acceptance of any part of the goods or services.

**1.50 Goods and/or Services Added or Deleted**

The Work to be performed under any Contract resulting from this Solicitation shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the scope of services in strict accordance with the Contract Documents. Additional goods or services outside of the scope may be added to or removed from this Contract at the City's option. The Awarded Respondent shall be invited to submit price quotes for these additional goods/services. If these quotes are fair and reasonable, the additional goods/services may be awarded to the Awarded Respondent(s), as needed.

**1.51 Taxes**

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

**1.52 Employees**

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

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

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

**1.53 Subcontractors or Suppliers**

Before the commencement of any work pursuant to the Contract, the Successful Respondent shall furnish, in

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

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

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

**1.54 Extensions**

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

**1.55 Hiring Preference for Procured Projects**

To the extent applicable, Successful Respondent shall

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

[END OF SECTION]

## **SECTION 2 - SPECIAL TERMS AND CONDITIONS**

### **2.1 Performance of Work**

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation within the City of Doral in providing the following:

- Automated Sandbag truck (1) to (2) trucks on an “As-Need” basis
- Purchasing of Sandbags and delivery to the city’s dedicated location(s) as necessary.(Automatic filing orders)
- Requested drop off sand and a dedicated site(s) whereby citizens of the city are able to fill bags with sand.

It is anticipated that the agreement as a result will commence during Hurricane Season or Flood Season, upon an “Emergency Declaration” by the Office of the State of Florida Governor.

All sandbags will be ordered by the City on an as need basis and should be readily available to the City within 12 hours. The Sandbag truck sought must provide for an Onsite fill and distribution without the costs of additional labor, delivery, filling, shoveling, bagging and clean up. The Sandbag process must provide for (1) person onsite continuously filling sandbags. The City will require the bidder the ability to produce 25lbs., 30lbs. and 40 lbs. by producing anywhere between 1,500 to 2,000 sandbags. Bidder will supply the sandbags. All mobile automatic sandbag filling orders will be delivered to the City of Doral’s desired location with need for storage by the City of Doral. Sandbags must be made of a high quality white woven polypropylene material with built in tie strings for easy closure. Bidder must have the capacity of filling 30lbs. and 40lbs. sandbags in 5 seconds or less. Sand must be made using premium quality sand, washed and screened for convenient use with high UV rating that allows life in sun and elements. Trucks must be deployed and filling on site to a City of Doral designated locations within twelve (12) hours of the Notice to Proceed.

The City shall reserve the right to activate one or more staging areas as it deems appropriate and consistent with any upcoming activity/disaster and to assign the work in accordance with the provisions of the ITB as outlined above. All respondents that submit a bid in response to this ITB shall have at a minimum the following qualifications:

- Occupational License or business license to be able to provide the product and services. (Section 2.2).
- Must have a record of performance of sand (product) and delivery services within Florida for at least the 3-year period immediately preceding this ITB.
- The contractor is to provide references from other municipalities receiving the same product and services.

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

## **2.2 Licensing**

Successful Respondent(s) maintain appropriate occupational/business license and State registration. Failure to possess and maintain the proper license(s) and/or certification(s) may result in disqualification of proposal submittal or termination of the Contract after award. Under section 607.1503(1), Florida Statutes, Corporations and out-of-state corporations must obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

## **2.3 Bid Submittal Instructions**

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

## **2.4 Exceptions**

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

## **2.5 Basis and Method of Award**

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

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

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

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

Respondents' facilities to determine their capability of meeting the requirements for the Contract. The City of Doral shall be the sole judge in determining the Respondent's qualifications and responsibilities.

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

## **2.6 Contract Term**

The initial term of this contract is expected to be a three (3) year initial term with one (1) two (2) year renewal period for a total of five (5) years. The City and the Awarded Respondent shall execute a mutually agreed upon contract within thirty (30) days after notification of the award based upon the requirements outlined in the ITB through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the contract fails to enter into a contract as herein provided, the award may be declared null and void, and the contract may be awarded to the next most responsible and responsive Respondent or re-advertised, as determined by the City. The selected Contractor may elect not to renew, provided the selected Contractor has provided the City with written notice a minimum of ninety (90) days prior to the conclusion of the initial term or renewal period, as applicable.

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

## **2.7 Insurance Requirements**

The contractor shall maintain the insurance requirements outlined in the attached Exhibit B at their sole expense and during the term of this agreement. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. Prior to execution of a contract, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

## **2.8 Pricing**

If the Respondent is awarded a contract under this ITB solicitation, the prices quoted by the Respondent shall remain fixed and firm throughout the initial contract period. Prior to, or upon completion of that initial term, the City shall have the option to renew this contract for an additional two (2) years on a year by year basis. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the Consumer Price Index (CPI) for the service required in, Miami / Ft Lauderdale – All Items. (or, if applicable, whatever Dept of Labor CPI Index relates to the commodity / service being procured)

It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor,

the City will assume that the vendor has agreed that 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 vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Bidder may offer incentives and discounts from this fixed price to the City at any time during the contractual term. The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors influencing price.

## **2.9 Examination/Site Visit to Premises**

Before submitting a bid for this ITB, the City will schedule an examination and site visits to the locations that are planned for the delivery of the sandbags or locations whereby the sand will be delivered. This will facilitate the contractor to be able to confirm the existing conditions under which the city is requesting the contractor to provide the required product and delivery services.

## **2.10 Concurrent Work**

The City of Doral shall have complete access to the City's right-of-way areas and it shall be the responsibility of the Contractor to work with the City of Doral to coordinate his/her work.

## **2.11 Use of City Public Streets**

The Truck(s) containing Sand will be limited to a space as designated by the City of Doral in such a manner as to provide a minimum of inconvenience/interruption to the residents of the area. Any Spillage from trucks shall be immediately removed by the contractor.

## **2.12 Existing Utilities and Structures**

The Contractor shall be fully responsible for, and make good all damages to buildings, telephone or other cables, sewer, water pipes, pavement, driveways, walls sprinkler systems, survey markers, or other structures which may be encountered.

## **2.13 Existing Landscaping**

The Contractor shall be fully responsible for maintaining in good condition, existing trees, grass and shrubs situated within the designated right-of-way and on private property adjacent to the work.

## **2.14 Existing Signs, Utility Castings and Monuments**

All existing signs and utility castings shall be preserved and shall remain in the property of the City of Doral. Those not reused shall be delivered to the City's Public Works Department. All monuments on private or public lands shall be preserved and not disturbed. Any monument which is disturbed shall be reset by a

Registered Florida Land Surveyor. Directional Signs for any resident pick-up will be accomplished by the City of Doral once a location for Sandbag event(s) are established.

## **2.15 Stock Piling Material**

Contractor shall not stockpile materials on the site under this contract and shall remove debris from within the City limits daily.

## **2.16 Permits**

The Contractor shall obtain any required permit for the City of Doral Public Works Department by his/her designee.

## **2.17 Truck Certifications or modifications and Extra Work**

Contractor will provide truck certifications for all trucks as required by FEMA to include Truck loads and total number of sandbags produced by each truck during any emergency declaration where services are needed. All equipment must have capacity certification certificate. If applicable, any/all trucks requiring the need to dispose of left over sand in a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid. All disposal tickets from the disposal site must be submitted for payment of invoices. Bills for extras will be allowed only when work is ordered in writing or approved in advance by the office of the City Manager through the Director of Public Works. Work not contained in the Scope of work defined by the City and authorized in writing by the City Manager shall be documented and agreed to in price prior to its being performed. Work performed without authorization will not be paid.

## **2.18 Cleanup**

The Contractor will be required to leave the work and adjacent areas free of any accumulated rubbish or surplus sand on a daily basis, unless otherwise directed by the Director of Public Works. In the event of failure or undue delay on the part of the Contractor, the Director of Public Works may employ such equipment and labor as may be necessary, and charge such costs against the Contractor, and deduct the amount from the moneys due to the Contractor for work performed.

## **2.19 Payment**

Payment will be made in full compensation for all work performed to include materials, and labor furnished and incidental expenses necessary to complete the work. Payment shall be made on submitted invoices with proper backup documentation and approval by City of Doral Public Works Director. The City will retain ten percent (10%) of all invoices for final inspection by City of Doral Director of Public Works. Final payment



shall be made upon presentation of a complete package containing any permits, City of Doral signed disposal tickets, truck certifications and FEMA approved site disposal tickets and release of liens from sub-contractors hired in the performance of this contract, if applicable.

## **2.20 Acceptance**

Acceptance by the City shall not relieve the Contractor of the responsibility of maintaining any and all documents for audits by City of Doral, State of Florida and FEMA (Federal Emergency Management Agency) on the services rendered under this contract. **Traffic Maintenance**

The Bidder upon direction by the City of Doral shall provide all temporary, barricades signals, competent flag men, and etc., as required in accordance with the minimum requirements of the latest Manual of Uniform Traffic Control Devices, Chapter VI, whenever and wherever needed for pursuance of the project, and/or as directed by the Director of Public Works. The Contractor shall also coordinate these operations with the City of Doral Public Works Department and Dade County Department of Transportation, or the Florida Department of Transportation as/if necessary and if applicable.

It shall be the Contractor's responsibility to protect the public and workmen from construction originating hazards and the Contractors will hold the City harmless and indemnify the City from any injury to workers providing services under this contract.

## **2.21 Inspection**

All trucks leaving to a FEMA approved disposal site must have a signed removal and disposal slip from an authorized City Representative. Disposal tickets without a signature will not be paid. No trucks without truck certifications will be allowed to work within the City of Doral. All truck modifications shall have a certified drawing of the modification and an approved truck certification for its capacity.

[END OF SECTION]

## **ARTICLE 3 – SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

### **3.1 Scope of Work**

The Contractor shall supply all labor, transportation materials, and equipment necessary for the entire proper and substantial completion of this work, and be accountable for the safe, proper and responsible operation of supply and producing sandbags upon an “Emergency Declaration” by the State of Florida, Office of the Governor, when/if a declaration is made by the State of Florida Office of the Governor during any threat of a Hurricane or major Flood event.

### **3.2 Complete Project Required**

The specifications describe the various items or classes of work required, enumerating or defining the extent of same where necessary. Failure to list any items shall not relieve the Contractor from furnishing, installing or performing such work, required by any part of the specifications or necessary for the satisfactory completion of the project.

### **3.3 Tentative Work Schedule**

The Contractor shall submit, when requested by the City, schedules which show the order in which the Contractor proposes to carry out the work with dates for starting various parts of the work and the estimated completion dates.

### **3.4 Pre-Commencement Conference**

After the Contract has been awarded and signed, but prior to commencement of work, a pre-commencement conference shall be held via telephone or video conference. The conference shall be attended by authorized representatives of the City and Contractor. The purpose of this conference will be to review the Contractor's submitted progress schedule, clarify jurisdiction and to acquaint all parties present with the authorized representatives to be notified. The progress schedule shall be furnished to the Director of Public Works prior to the conference date which will be established by the City. The Contractor will be notified in writing as to the date and place of the conference. Said Pre- Commencement Conference may include a demonstration of the Sandbag supply and operations.

### **3.5 Liquidated Damages**

It is mutually agreed that time is of the essence of this Contract and should the Contractor fail to complete the work within the specified time there shall be deducted from the compensation due to the Contractor the amount of one thousand dollars (\$1000.00) per day as fixed, agreed and liquidated damages for each day elapsing beyond the specified time for completion or any authorized extension thereof. It is further agreed that said sum is not a penalty but is the stipulated amount of damages sustained by the City.

### **3.6 Indemnification of the City by Successful Bidder**

The successful bidder shall indemnify and save the City harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Contract. The bidder shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments, including attorney's fees, which may issue thereon.

### **3.7 Contact person**

Once the service provider has been selected, the City's representative for this bid will provide all the contact information for city personnel. Contractor shall furnish the name, telephone number, pager number, and cellular phone number of the authorized representative(s) at the pre-construction conference.

### **3.8 Compliance with Federal Standards**

All work to be performed under this bid shall be in accordance with all governmental standards and Federal Provisions, to include, but not limited to, those issued by the FEMA (Federal and State of Florida guidance), the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA) and minimum wage standards.

### **3.9 Work Schedule**

An emergency work schedule will be issued by the Office of the Director of Public Works located at 8401 NW 53 Terrace Doral, FL 33166.

### **3.10 Estimated Quantities**

Estimated quantities are provided for the contractor's guidance only. No guarantee is expressed or implied as to quantities that will be used during the Contract Period. Estimates are based upon the City's needs. Said estimates may be used by the City for purposes of determining the quantities for meeting the needs of the proposed work.

### **3.11 Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best method practices (BMP's) are to prevail, and that only materials and workmanship of first quality are to be used. All interpretation of this specification shall be made upon the basis of this agreement.

### **3.12 Secured Safety Area**

Contractor shall provide a safe and secure area around the work site by means approved by the Director of Public Works. All work is to be performed inside safety area. City may provide temporary "orange" fence area to separate the work areas.

### **3.13 Hurricane Preparedness**

Contractor shall clean area and remove all supplies utilized in the preparation and issuance of the sandbags as soon as the successful bidder delivers 100% of the sandbags for distribution.

### **3.14 Damages to Existing Utilities and Structures**

3.14.1 The Contractor shall contact 811 for utility locations and notify the City for locations of existing utilities within City properties. The Contractor shall be responsible for protection of located to the character and depth of all marked utilities. The Contractor shall be responsible for and make good all damages to all pavement structures and utilities which are marked on the field. The cost of restoration shall be included in the unit price started in the proposal for the related work. No extras for restoration will be allowed.

- 3.14.2 The Contractor shall protect from damage all utilities, structures, surface and subsurface structures at or near the site of the work and shall repair or restore any damage to such facilities, except utilities, resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the work. If the Contractor fails or refuses to repair any such damage promptly, the City may have the necessary work performed and charge the cost thereof to the Contractor and the City shall have the right to terminate this contract for cause and non-performance under this contract.
- 3.14.3 At points where the Contractor's operations are adjacent to utility facilities, which if damaged, might result in expense, loss, disruption of service or other undue inconvenience to the public or to the City, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the Contractor. The Contractor shall be solely and directly responsible to the City and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay, caused by the Contractor's operations.
- 3.14.4 The Contractor shall not repair or attempt to repair utility damage but shall immediately contact the utility owner. The Contractor shall obtain the name, address, and telephone number of each utility company to contact and shall submit to the City these said names and addresses.
- 3.14.5 The Contractor shall comply with the South Florida Building Code and City Code regarding precautions to be taken in the protection of existing vegetation, structure, utilities and improvements.
- 3.14.6 The Contractor shall maintain access to fire hydrants throughout the prosecution of the work. Hydrants shall be kept clear and kept visible at all times unless approved otherwise. If visibility cannot be maintained, the Contractor shall provide clearly visible signs showing the location of the fire hydrant.
- 3.14.7 The Contractor shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act as well as other requirements specified in those Sections and regulations and guideline listed hereunder.

### **3.15 Existing Vegetation**

The Contractor shall preserve existing vegetation and shall be responsible for all damage. Where vegetation must be removed or destroyed incident to the construction operation, the Contractor shall, after completion of the work replace or restore to the original condition all damages or destroyed vegetation, grassed areas to be replaced with sod. The cost of restoration shall be included in the unit price Bid stated in the proposal for the related work. No extras will be allowed for restoration.

### **3.16 Permits**

The Contractor shall obtain all required occupational licenses, proof of insurance and permits referred to in this contract.

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

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

### **3.18 Sanitary Facilities**

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

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

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

### **3.20 Placement debris container**

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

### **3.21 Performance and Payment Bond**

A Performance and Payment Bond shall be required by the Contractor with the City of Doral, in the full amount of the contract price, in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the contract and specifications therefore, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the contract and indemnifying and saving harmless said City of Doral from any expense, loss, or cost arising from and out of the improper performance of said contract, including reasonable attorney fee and providing the City with a copy of the loss payers claim.

### **3.22 Insurance**

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

### **3.23 Qualifications**

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

### **3.24 Damages to properties**

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

### **3.25 Scheduling of Work**

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

### **3.26 Ability to Complete the Work**

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

### **3.27 License Confirmation**

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

### **3.2 Performance Evaluation**

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

applicable, shall be pursuant to written notice by the City Manager.

### **3.3 Contract Changes**

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

### **3.4 Purchase Order Cancellation**

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

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

### **3.5 Sub-Contracting**

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

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

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

### **3.7 References**

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

### **3.8 Background Information**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence

of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

### **3.9 Method Of Ordering**

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

### **3.10 Payment**

Payment is Net 30. Invoices must reflect purchase order number. The City of Doral will pay 100% of the contract price after all services have been provided and accepted. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

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

### **3.11 Debris**

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

### **3.12 Protection Of Property**

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

### **3.13 Contractor Responsibility**

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

[END OF SECTION]



## **SECTION 4 - REQUIRED SUBMISSION FORMS**

### **EXHIBIT "A"**

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

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

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

## SOLICITATION RESPONSE FORM

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

Date Submitted	July 13, 2025
Company Name	ESR, LLC
Date of Entity Formation	September 28, 2022
Entity Type (select one)	Corporation / Partnership / LLC / Other:
Corporate Address	14150 SW 129 Street, Miami, Florida 33186
Office Location	14150 SW 129 Street, Miami, Florida 33186
FEI/EIN No.	92-0457472
Authorized Representative (Name and Title)	Albert Sotero, President and CEO

1. Bidder to provide a copy of the following:
  - Occupational License, Miami Dade County
  
2. The undersigned Bidder/Proposer agrees, if this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this proposal and in accordance with the terms and conditions of the Contract.
  
3. Bidder/Proposer accepts all of the terms and conditions of the Solicitation, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award (If applicable).
  
4. By responding to this sealed Solicitation, the Bidder/Proposer makes all representations required by the Solicitation and further warrants and represents that Bidder/Proposer acknowledges that it has received and examined copies of the entire Solicitation documents including all of the following addenda:
 

Addendum No.: 1 Dated: July 8, 2025      Addendum No.: 3 Dated: July 11, 2025  
 Addendum No.: 2 Dated: JULY 10, 2026      Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Check here If no Addenda were issued.
  
5. Bidder/Proposer further warrants and represents that it has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  
6. Bidder/Proposer further warrants and represents that it has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the

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

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

11. Communications concerning this Proposal shall be addressed to:

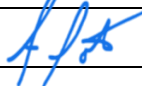
Bidder/Proposer:	<u>ESR, LLC</u>
Telephone:	<u>(305) 205-3674</u>
Email Address:	<u>Albert@sandbags.info</u>
Attention:	<u>Albert Sotero, President and CEO</u>

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

### STATEMENT

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

SUBMITTED THIS 13th DAY OF July, 2025, ~~2024~~.

Company Name:	<u>ESR, LLC</u>
Company Address:	<u>14150 SW 129 Street, Miami, Florida 33186</u>
Authorized Representative Signature:	<u></u>

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



7355079

RECEIPT NO.

RENEWAL

7649117

**BUSINESS NAME/LOCATION**

PINO CONTRACTING AND  
PROCUREMENT SOLUTIONS  
LLC

OPERATING IN DADE COUNTY



**EXPIRES**  
**SEPTEMBER 30, 2025**

Must be displayed at place of business

Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

PINO CONTRACTING AND  
PROCUREMENT SOLUTIONS LLC  
C/O RAJII A PINO MGR

**SEC. TYPE OF BUSINESS**

212 CONSULTANT

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

100.00 09/23/2024

PTBTC-24-010769

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)





## BID PRICE SHEET

### 1. Automated Sandbag Truck Service (As-Needed Basis)

\*ESR does not provide sandbag services on an hourly basis. Instead, we offer pricing on a per-sandbag basis,

Item Description	Unit/Rate	Quantity	Unit Cost	Total Cost	Notes (e.g., Emergency Response Time, Truck Capacity)
Mobilization of Automated Sandbag Truck	Per Truck/Day	1	\$	\$	
Additional Truck (if 2 trucks needed)	Per Truck/Day	1	\$	\$	
Hourly Rate (Beyond Standard Hours)	Per Hour		\$		

### 2. Purchase and Delivery of Filled Sandbags

Item Description	Unit	Quantity Estimate	Unit Cost	Total Cost	Notes (e.g., Bag Type, Fill Weight, Delivery Lead Time)
Filled Sandbags (Standard) <b>30 pounds</b>	Per Bag \$18.30	1,500	\$18.30	\$27,450	
Filled Sandbags (Standard) <b>40 pounds</b>	Per Bag \$19.30	1,500	\$19.30	28,950	
Filled Sandbags (Standard) <b>50 pounds</b>	Per Bag \$20.30	1,500	\$20.30	30,450	
** Delivery to Designated City Location(s) Incl	Per Trip/Load Truckload	1,500	\$ **	\$	Include # of bags per load 1,500 per truckload
*** Emergency Order Surcharge (if any) No Surcharge	Flat Fee or % \$0	1,500	\$/0 Included in sandbag price.	-	For expedited deliveries during emergencies 12 hours

### 3. Drop-Off Sand for Citizen Use

Item Description	Unit	Quantity	Unit Cost	Total Cost	Notes (e.g., Load Size, Frequency of Refill)
Sand Delivery to Citizen Access Site	Per Load/Ton	[e.g., 5 loads]	\$	\$	Include volume per load
Setup of Citizen Bagging Station (if any)	Per Site Setup	1-3 Sites	\$	\$	Optional – Provide canopy, signage, tools if applicable
Refill of Sand at Site(s)	Per Load	As-Needed	\$	-	Estimated lead time for refills

\*\* Delivery to Designated City Location(s) is included in the price per sandbag.

\*\*\* ESR's patented system, which fills sandbags in 5 seconds or less is mobile and self-contained, requiring no additional equipment or storage. We can quickly deploy multiple trucks to different locations, providing flexible and comprehensive coverage during emergencies.



## BIDDER QUALIFICATION STATEMENT

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

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

July 13, 2025  
 \_\_\_\_\_  
 Date

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

Number of Years Entity has provided waste disposal services within Florida		3	
<b>Project No. 1</b>			
Project Name:	ITB-0000002 Emergency Sandbags		
Project Location:	Various sites throughout Miami-Dade County		
Project Description:	The provision of sandbags during declared states of emergency. The sandbags shall be provided at designated locations within the County as specified by the Department of Emergency Management.		
Budget/Cost:	\$3,780,000	Contract Dates:	May 30, 2025 - May 29, 2030
Owner Name:	Miami-Dade County	Reference Name:	Sherry Crockett
Reference Phone No.:	(305) 375-4693	Reference Email:	sherry.crockett@miamidade.gov
<b>Project No. 2</b>			
Project Name:	2023-03282023 - Emergency Sandbags		
Project Location:	Various sites throughout the city limits of West Miami		
Project Description:	Emergency sandbag service.		
Budget/Cost:	\$27,450.00	Contract Dates:	April 19, 2023 - April 19, 2026
Owner Name:	City of West Miami	Reference Name:	Mayor Eric Diaz-Padron
Reference Phone No.:	(305) 915-0460	Reference Email:	EricDP@cityofwestmiami.org
<b>Project No. 3</b>			
Project Name:	Hurricane Flood and Emergency Sandbags Contract		
Project Location:	Various sites throughout Miami-Dade County		
Project Description:	Open ongoing contract to provide emergency sandbag services at various project locations as needed.		
Budget/Cost:	\$130,000	Contract Dates:	October 16, 2022 - October 15, 2027
Owner Name:	Maestre Construction & Engineering	Reference Name:	Angel Maestre
Reference Phone No.:	(305) 720-0022	Reference Email:	MaestreConstruction@gmail.com



## BIDDER/PROPOSER AFFIDAVITS

**Business Name:** ESR, LLC

D.B.A.: \_\_\_\_\_ Federal I.D. No.: 92-0457472

Business Address: 14150 SW 129 Street

City: Miami State: Florida Zip: 33186

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

### 1. Ownership Disclosure

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

<i>Name</i>	<i>Address</i>	<i>% Ownership</i>
Albert Sotero	14150 SW 129 Street, Miami, Florida 33186	100%

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

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

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

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



## 2. Public Entity Crimes

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

## 3. Compliance With Foreign Entity Laws

Applicant certifies as follows:

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



#### **4. Disability, Nondiscrimination, and Equal Employment Opportunity**

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

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

#### **5. Conformance with OSHA Standards**

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

#### **6. E-Verify Program Affidavit**

Affiant certifies the following:

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

#### **7. No Contingency Affidavit**

Affiant certifies the following:



- a. Neither Bidder nor any principal, employee, agent, representative or family member has promised to pay, and Bidder has not and will not pay, a fee the amount of which is contingent upon the City of Doral awarding a contract.
- b. Bidder warrants that neither it, nor any principal, employee, agent, or representative has procured, or attempted to procure, a contract with the City of Doral in violation of any of the provisions of the Miami- Dade County conflict of interest and code of ethics ordinances.
- c. Bidder acknowledges that a violation of this warranty may result in the termination of any contracts and forfeiture of funds paid, or to be paid, to the Bidder if awarded a contract.

#### **8. Copeland Anti-Kickback Affidavit**

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

#### **9. Non-Collusion Affidavit**

I, the undersigned affiant, swear or affirm that:

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

#### **10. Drug Free Workplace Program**

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

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



893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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


Select here if Not Applicable

**11. Cone of Silence Certification**

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

**BIDDER AFFIRMATION**

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


ESR, LLC  
 \_\_\_\_\_  
 Bidder Name  
  
 \_\_\_\_\_  
 Affiant Signature

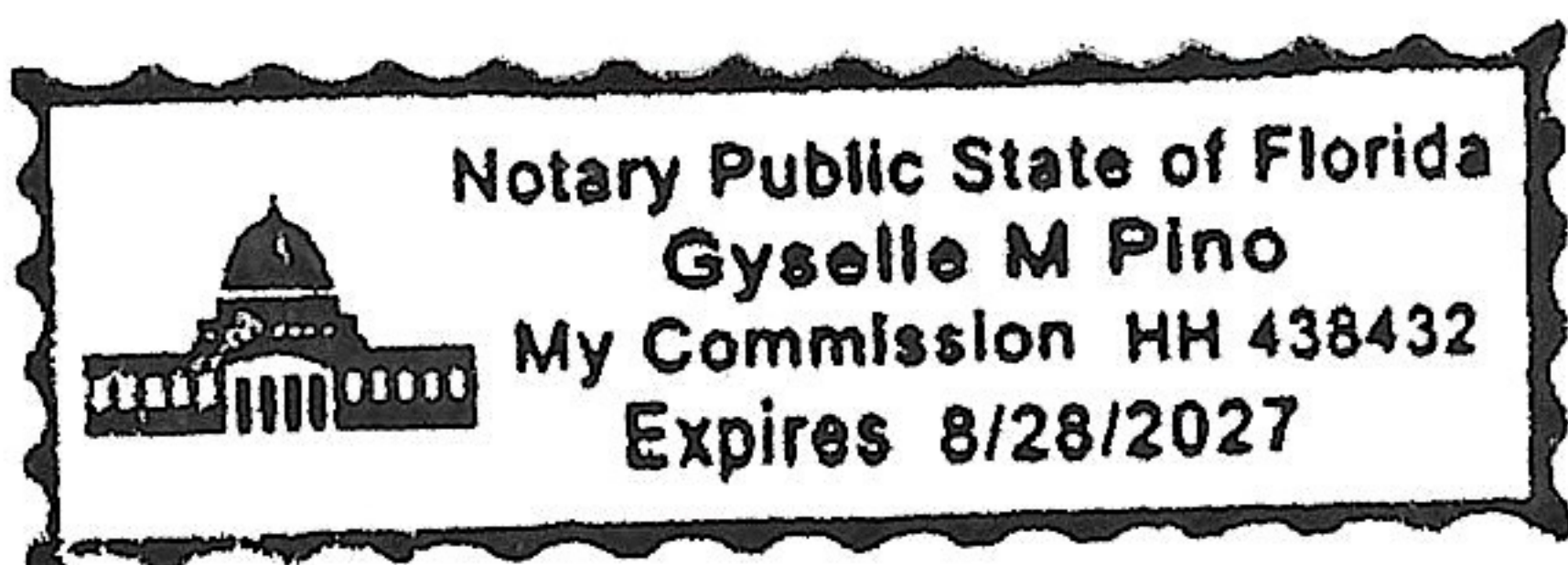
July 10, 2025  
 \_\_\_\_\_  
 Date Signed  
 Albert Sotero, President and CEO  
 \_\_\_\_\_  
 Affiant Name & Title (Printed)

STATE OF Florida  
 COUNTY OF Miami-Dade

The foregoing instrument was affirmed, subscribed, and sworn to before me this 10th day of July, 2025 by means of  physical presence or  online notarization, by Albert Sotero who is personally known to me or who produced the following identification: \_\_\_\_\_

[Notary Seal]

  
 \_\_\_\_\_  
 Notary Public for the State of Florida  
 My commission expires: 08/28/2027





## CONFLICT OF INTEREST DISCLOSURE

**Business Name:** ESR, LLC

D.B.A.: \_\_\_\_\_ Federal I.D. No.: 92-0457472

Business Address: 14150 SW 129 Street

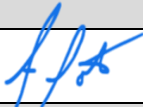
City: Miami State: Florida Zip: 33186

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

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

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

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

<b>I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:</b>		
	7/13/25	Albert Sotero, President and CEO
Signature of Authorized Representative	Date	Printed Name of Authorized Representative

**CERTIFICATE OF AUTHORITY**

(IF CORPORATION OR LLC)

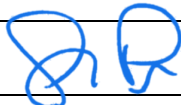
I HEREBY CERTIFY that at a meeting of the Board of Directors of ESR, LLC, a corporation organized and existing under the laws of the State of Florida, held on the 30th day of June, 2025, a resolution was duly passed and adopted authorizing Albert Sotero (Name) as President and Owner (Title) of the corporation/company to execute agreements on behalf of the corporation/company and providing that their execution thereof, attested by the secretary of the corporation/company, shall be the official act and deed of the corporation/company. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of July, 2025.

Secretary Signature:   
Print Name: Allen Ashcraft

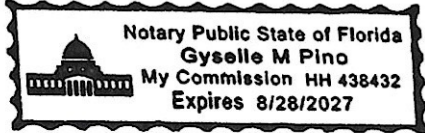
STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was affirmed, subscribed, and sworn to before me this 13th day of July, 2025 by means of  physical presence or  online notarization, by Allen Ashcraft who is personally known to me or who produced the following identification: \_\_\_\_\_



Notary Seal

Notary Public for the State of Florida  
My commission expires: 08/28/2027



**EXHIBIT “B”**  
**MINIMUM INSURANCE REQUIREMENTS**

I. Commercial General Liability

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

B. Endorsements Required

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

Waiver of Subrogation in favor of City

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation  
 Statutory- State of Florida

Employer’s Liability

A. Limits of Liability	
\$1,000,000 for bodily injury caused by an accident, each accident.	
\$1,000,000 for bodily injury caused by disease, each employee.	
\$1,000,000 for bodily injury caused by disease, policy limit.	

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

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.

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

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

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

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

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

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

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

## **EXHIBIT “C”**

### **CONTRACT PROVISIONS UNDER FEDERAL AWARDS**

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

#### **A. BREACHES AND DISPUTE RESOLUTION.**

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

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

#### **B. TERMINATION FOR CONVENIENCE**

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

#### **C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE**

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



#### **D. EQUAL EMPLOYMENT OPPORTUNITY**

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

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

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

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

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract. Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

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

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

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

**I. ENERGY CONSERVATION.**

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

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

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

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

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

#### **K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.**

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

#### **L. RECYCLED PRODUCTS/RECOVERED MATERIALS**

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

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatorybackground-comprehensive-procurementguideline-program-cpg>.

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

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

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

#### **N. ACCESS TO RECORDS.**

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

- (1) The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any ITB No. 2024-29 books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

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

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

#### **P. DHS SEAL, LOGO, AND FLAGS.**

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

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

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

#### **R. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

#### **S. CHANGES**

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

**T. INDEMNIFICATION**

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

**U. E-VERIFY.**

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

**V. DOMESTIC PREFERENCES FOR SUBCONTRACTOR**

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

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

Bidder acknowledges the receipt of the Federal provisions, if required to be complied with.



Signature

Albert Sotero, President and CEO

Name

ESR, LLC

Company

July 10, 2025

Date

**Proposer is to submit a completed**

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



# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ESR, LLC	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 14150 SW 129 Street	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Miami, Florida 33186	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
or											
<b>Employer identification number</b>											
9	2		-	0	4	5	7	4	7	2	

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/9/2025
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





**EMERGENCY  
SANDBAG**

*Response*

INTRODUCING "THE ESR WAY"

# A Strategic Advantage in Municipal Flood Preparedness





## | **About Us**

Emergency Sandbag Response is a groundbreaking system, focused on efficient and effective flood defense solutions. Using our patented system, ESR has changed the way sandbags are filled and distributed, offering rapid deployment and a scalable approach. ESR's services are designed to enhance a city's existing emergency response capabilities. With ESR as a partner, city managers and local officials gain a fast and scalable flood defense system that allows them to focus on other pressing issues.

### **- Our Mission**

Our mission is to provide innovative, efficient, and reliable sandbag solutions to protect communities and critical infrastructure from flooding and natural disasters. As a company based in Florida, we understand firsthand the devastating impact of floods and are dedicated to helping others stay prepared and resilient.

# The ESR Advantage: A Direct Comparison

	ESR System	Traditional Machines	Manual Labor
Speed of sandbag filling	3 seconds per sandbag	7 - 12 secs. per sandbag	90 secs. per sandbag
Capacity per hopper unit	22 tons of sand	1 - 3.5 tons of sand	Not applicable
Continuous sandbag filling per hour	1,200 sandbags per unit	180 - 225 sandbags per machine	115 sandbags (per teams of 3)
Scalable to 40,000 sandbags per hour	✓	✗	✗
People needed	2 ESR operators	6+ city workers	12+ city workers
No extra machinery needed	✓	✗	✗
No storage space fees to pay	✓	✗	✗
No maintenance or repairs needed	✓	✗	✓
No sand dumping required	✓	✗	✗
Fully mobile on its own	✓	✗	Not applicable
Offers palletized sandbags for immediate use	✓	✗	Not applicable
Can serve multiple locations at once	✓	✗	✓
High risk of injury	✗	✓	✓

# ESR-Ready Cities & Counties

True flood preparedness is the choice to move beyond shovels and guesswork and implement a real solution before the need becomes critical. This is the choice made by the following cities and counties.

- ☑ Miami-Dade County, Florida
- ☑ City of Miami, Florida
- ☑ City of Miami Gardens, Florida
- ☑ City of North Miami, Florida
- ☑ Miami-Dade County School Board, Florida
- ☑ Village of Biscayne Park, Florida
- ☑ Village of El Portal, Florida
- ☑ Village of Pinecrest, Florida





# Why ESR Leaders Choose ESR



**Eric Diaz-Padron**

Mayor, City of West Miami

*"You'll get more sandbags faster, without waiting hours in line, and you'll have enough to properly protect your home. We want to make sure our residents feel protected through this partnership with this very innovative company."*



**Rachel Saltzman-Friedland**

Vice-Mayor, City of Aventura

*"Emergency Sandbag Response's technology made the process of filling and distributing sandbags faster and more efficient. It allowed people to get what they needed and move on to prepare their homes for the storm."*



**Robert L. Stephens III**

Vice-Mayor, City of Miami Gardens

*"I'm extremely grateful for the partnership that we have. It's a very proactive system, and it takes a lot of stress off the overall community when you have machines that can prepare the sandbags for you."*



**Vivian Casáls-Muñoz**

Former Councilmember, City of Hialeah

*"When we know that we need sandbags, the first thing we have to do is find sand and get a truck to bring it in. We have to find a park big enough for people to pick up the bags and wait for us to fill them. With ESR, that process is going to be so much quicker now."*



**Chris Truitt**

Former Manager, Village of Biscayne Park

*"Having a mobile truck is a huge benefit. We can address problem areas without forcing residents to drive through potentially closed roads. It's a no-brainer, bringing the sand with the truck to fill the bags."*



**Juan Pena**

Former Director of Public Works, Village of Biscayne Park

*"It's amazing how quickly they can fill a sandbag and how effortless it is for the employee. It's a game changer, especially for cities with few personnel. When you don't have to dedicate staff to sandbagging, it's a big relief for the city as a whole."*

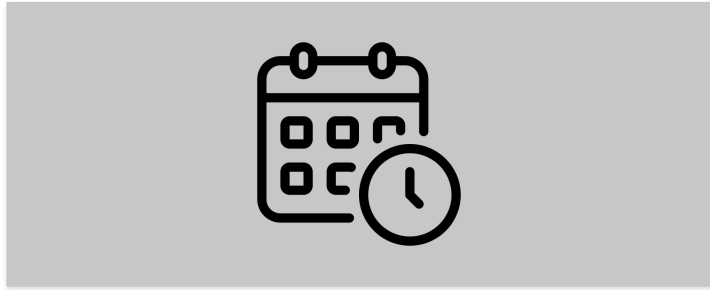


# ESR in the News

Our innovative approach to flood preparedness and our work with local communities has captured the attention of news outlets. This video highlights some of our recent features.



# | The Time & Logistics Challenge



## The Problem: A Multi-Day Logistical Delay

Traditional sandbagging is a race against the clock you can't win. It involves a complex logistical process that often requires over 72 hours just for setup, from sourcing materials to slow, manual filling.

When a storm is near, you have hours, not days.



## The ESR Solution: Efficient Response

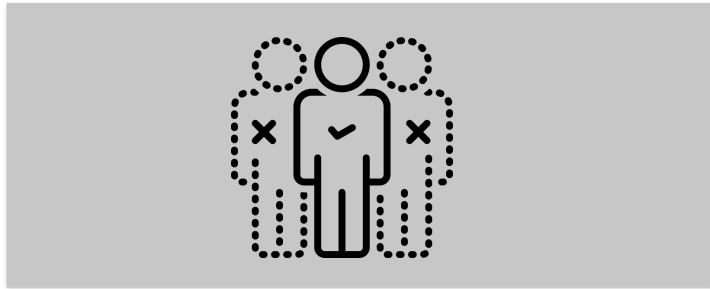
We offer two powerful ways to respond: our mobile units can arrive on-site to produce sandbags every 3 seconds, or we can deliver pre-filled, palletized sandbags directly to your key locations, or implement a hybrid strategy that combines both methods as needed.

All options are available with a rapid lead time to give your city a decisive advantage.





# | The Workforce & Labor Challenge



## The Problem: A Depleted Workforce

Manual sandbagging requires a massive labor force, often 12 or more city staff and volunteers per site. This pulls your valuable personnel away from other critical emergency duties like traffic control, resident communication, and infrastructure checks.



## The ESR Solution: Minimal Staff Needed

Our advanced system eliminates manual labor and is efficiently operated by our own trained ESR technicians. Your city typically only provides minimal support staff, allowing your key emergency personnel to remain focused on their primary roles.



# | The Financial & Risk Challenge



## The Problem: Budget Uncertainty & High Emergency Premiums

Waiting until a storm is imminent often leads to supply shortages and unpredictable costs, creating significant budgetary risk for your municipality.



## The ESR Solution: Financial Clarity & Priority Access

An ESR contract secures Priority Resource Allocation and straightforward pricing with no hidden fees. With no charge for having ESR on standby, you protect your budget and guarantee access to critical resources when you need them most.



# Proclamation



The Miami-Dade County Office of the Mayor and Board of County Commissioners

**Whereas:** Recognition is one form of praise, and Miami-Dade County honors individuals, organizations and institutions, whose continuous efforts contribute to the enhancement of our community for our citizens and visitors alike; and

**Whereas:** Emergency Sandbag Response, which was founded by Alberto Sotero, has a mission to provide innovative efficient, reliable sandbag solutions to protect communities and critical infrastructure from flooding and natural disasters; and

**Whereas:** With a clear understanding of the devastating impacts of floods, Emergency Sandbag Response is dedicated to helping others stay prepared, and through their patented tailgate technology, they are able to fill a 30-pound sandbag in three seconds or less, thereby producing over 1,000 sandbags in an hour, which is an extremely beneficial tool that allows people to make provisions; and

**Whereas:** By eliminating the need for manual shoveling, our system reduces the manpower required for sandbag filling, which in turn speeds up the process, but also decreases overtime expenses and minimizes the risk of physical exhaustion or injuries among personnel and County Staff; and

**Whereas:** It is fitting and proper that official acknowledgment be given to Emergency Sandbag Response for the valuable contributions it is bringing to our way of life;

**Now Therefore:** BE IT RESOLVED, THAT I, DANIELLA LEVINE CAVA, MAYOR OF MIAMI-DADE COUNTY, CHAIRMAN ANTHONY RODRIGUEZ AND THE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF MIAMI-DADE COUNTY AND THIS COMMUNITY, do hereby proclaim, Monday, January 27, 2025, as

## *Emergency Sandbag Response Day*

**In Observance Thereof:** I call upon the good people of Miami-Dade County to join me in honoring Emergency Sandbag Response, applauding the transformative work it performs in our community, which improves our quality of life.



Kionne L. McGhee  
Vice Chairman

Anthony Rodriguez  
Chairman

Daniella Levine Cava  
Mayor

## Official Recognition from Miami-Dade

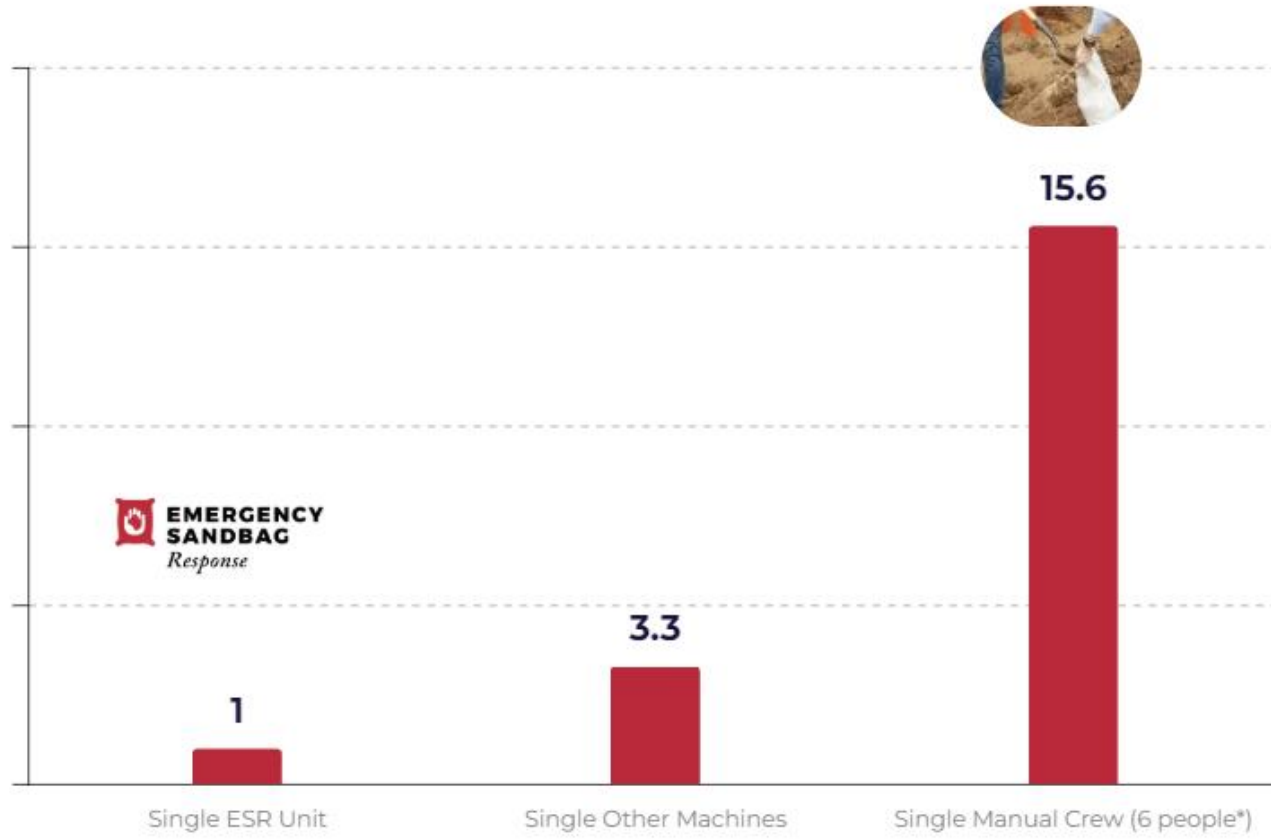
We were honored to be formally recognized by the Miami-Dade County Office of the Mayor and Board of County Commissioners for our work in enhancing regional flood preparedness.

**“ESR eliminated manual shoveling, helping us reduce overtime, speed up operations, and lower the risk of injuries for our staff.”**

**— Daniela Levine Cava, Mayor of Miami-Dade**

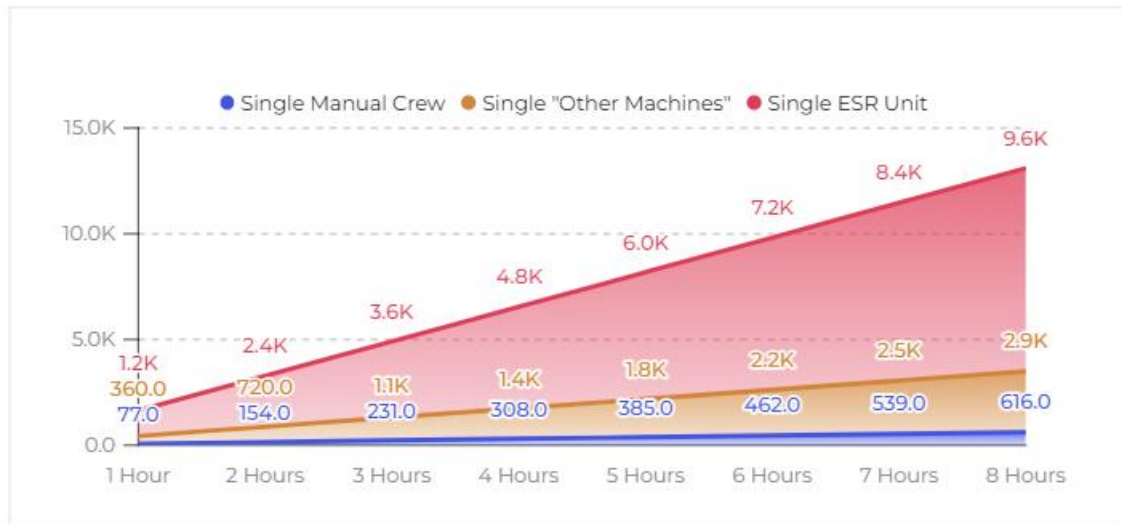


# Unmatched Productivity



Hours to produce 1,200 sandbags uninterrupted across different methods

# A Day's Worth: Productivity Comparison



In a single 8-hour day, one ESR unit produces 9,600 sandbags, dramatically outpacing traditional methods. This technological advantage delivers the speed and efficiency essential for any critical emergency response.



# Become an ESR-Ready City

Emergency Sandbag Response leads the way in flood preparedness, offering an advanced sandbag filling and distribution system that makes the process faster, smarter, and scalable. By integrating cutting-edge technology with ease of use, ESR is changing how municipalities and governments prepare and respond to flooding emergencies.

Ready to revolutionize your municipality's flood response? Contact us today to schedule a demo or discuss how ESR can be integrated into your emergency preparedness plan.

<b>Phone</b>	(888) 777-0002
<b>Email</b>	actnow@sandbags.info
<b>Website</b>	www.sandbags.info





# EMERGENCY SANDBAG

*Response*



**ESR Vehicle Information**

Vehicle Type	Make	Model/Details
End Dump Trailer	TrailCo	22 ft
End Dump Trailer	Fruehauf	30 ft
End Dump Trailer	Fruehauf	24 ft
End Dump Trailer	Hobb	22 ft
End Dump Trailer	Dorsey	26 ft
End Dump Trailer	East	26 ft
End Dump Trailer	Fruehauf	26 ft
End Dump Trailer	Summit	24 ft
End Dump Trailer	Fruehauf	28 ft
End Dump Trailer	Fruehauf	
End Dump Trailer	Fruehauf	28 ft
End Dump Trailer	Fruehauf	25 ft
End Dump Trailer	Ti-Brook	28 ft
End Dump Trailer	Warren	28 ft
End Dump Trailer	Fruehauf	24 ft
End Dump Trailer	Fruehauf	22 ft
End Dump Trailer	Fruehauf	28 ft
End Dump Trailer	Fruehauf	
End Dump Trailer	Fruehauf	21 ft
End Dump Trailer	Fruehauf	22 ft
End Dump Trailer		24 ft
End Dump Trailer	AJR (Rhodes)	32 ft
End Dump Trailer	Fruehauf	26 ft
End Dump Trailer	Fruehauf	24 ft
End Dump Trailer	Fruehauf	
End Dump Trailer	City Welding	24 ft
End Dump Trailer	Dorsey	26 ft
End Dump Trailer	Fruehauf	25 ft
End Dump Trailer	Trail King Ind.	22 ft
End Dump Trailer	Fruehauf	30 ft
End Dump Trailer	East MFG. Randolph	
End Dump Trailer	Fruehauf	
End Dump Trailer	Fruehauf	28 ft
Flatbed Trailer	Lukfin	FL-II
Flatbed Trailer	Lukfin	5L-10
Flatbed Trailer	Landoll	Step Deck 365 10 speed Low Boy
Flatbed Trailer	Witzco	Challenger RG-52 Low Boy
Semi-Truck Tractor	Freightliner	Cascadia 125 4x2
Box Truck	Isuzu	NPR-HD Gas Automatic
Day Cab Truck Tractor	Volvo	VNL 300 4x2
Day Cab Truck Tractor	International	Prostar Premium 6x4
Day Cab Truck Tractor	Peterbilt	385 6x4
Day Cab Truck Tractor	Kenworth	T800 4x2
Day Cab Truck Tractor	Kenworth	T800 4x2
Day Cab Truck Tractor	Kenworth	T800 4x2
Dump Truck	Mack	GU 813 8x4
Day Cab Truck Tractor	Volvo	VNL 300 4x2
Day Cab Truck Tractor	Kenworth	T660 4x2
Dump Truck	Volvo	VND
Dump Truck	Volvo	VNL 670
Day Cab Truck Tractor	Volvo	VNL 300 6x4
Truck	Volvo	VNR 300 4x2
Day Cab Truck Tractor	Volvo	VNR 4x2





# Product Quality Summary Report

## ASR Materials

---

<b>Plant</b>	1325 Krome Quarry-FDOT #87089
<b>Product</b>	1037202 Conc Scrns SFBC
<b>Specification</b>	Conc. Scrns SFBC

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3/8" (9.5mm)	100.0
#4 (4.75mm)	100.0
#8 (2.36mm)	88.5
#10 (2mm)	83.0
#16 (1.18mm)	64.8
#30 (.6mm)	45.5
#40 (.425mm)	36.2
#50 (.3mm)	26.9
#80 (.18mm)	15.5
#100 (.15mm)	10.8
#200 (75µm)	3.87
Pan	0.00
FM	2.63
-#200 (75um)	3.92
Absorption	4.15
SPGR (Dry,Gsb)	2.404
SPGR (SSD)	2.503
SPGR (Apparent,Gsa)	2.670

---

p

# DAMAN POLYFABS

Factory: Plot No. 33112, 3, 4, 331/1A, Village Kachigam, DAMAN - 396 210 (U.T.)  
Office : 206 / 7 / 8, 2nd Floor, B Wing, Lotus House, 33-A, New Marine lines, Mumbai - 400 020 India  
Tel No. : +91-22-61185100 / 61185118 •Telefax: +91-22-2207 1906 • Fax: 91-22-2207 2660  
Email : [1info@damanpolyfabs.com](mailto:1info@damanpolyfabs.com) / [dpf@damanpolyfabs.com](mailto:dpf@damanpolyfabs.com) •Website: [www.wovensacksonline.com](http://www.wovensacksonline.com)

29<sup>th</sup> March 2025

ESR, LLC.  
14150 SW 129 ST  
Miami, FL 33186

**Kind Attn: Albert Sotero**

Subject: Sample of 14.5"X26" Sandbag

As per your request we are sending you the 2 pcs of sample of 14.5"X26" Sandbag as per below specification:

SAND BAG  
Size: 14.5"X26"  
UV rating of 1600  
Denier: 950  
Color: Milky white with black color tie string  
Top: Hemmed & Stitched  
Bottom: Hemmed & Stitched  
Printed: 2s-2c (Black & Red color) Woven  
Polypropylene  
  
Weight of the bag: 45 grams  $\pm$  5%  
  
Qty: 2 pcs

Kindly acknowledge the receipt of the samples and give us your feedback.

Thanking you,  
Yours faithfully  
For Daman Polyfabs

Regards,  
Chetan Tikmani