



November 12, 2014

Carlos Marrero
Sales Manager
2125 NW 10th Ct
Miami, Florida 33127

Ref: Renewal of Contract – Waste Management (“Waste Management”) for Waste Disposal Services

Edward Rojas

City Manager

Dear Mr. Marrero:

Please allow this letter to serve as notice that the City of Doral (the “City”) is exercising its option to renew the agreement with Waste Management for the provision of Waste Disposal Services (the “Agreement”) for a period of one year through January of 2016 (the “Renewal Term”). The terms of the Agreement will continue in full force and effect through the Renewal term as stated in the original agreement which was executed on January 22nd, 2013 as part of the award from ITB #2012-21.

Please kindly acknowledge receipt of this notice by signing in the corresponding area below and returning an original copy to my office at your earliest possible convenience.


On behalf of the City, please accept my sincerest gratitude for the services you have provided the City. It is fully recognized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral community. If you have any question please do not hesitate to contact me.

Sincerely,


Edward Rojas
City Manager

Acknowledgement: Having received, read, and understood the terms of this notice, I, intending to bind Waste Management, hereby execute this notice as of the date below.

Waste Management


Carlos Marrero, Sales Manager

12/31/2014
Date



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Parks & Recreation
Department
Delivered by: Michael Festa
Name
Date of Transmittal: 2/1/2013

City Clerk's Date Stamp

02-01-13 P03:00 RCVD

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

- | | |
|---|---|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Vehicle Title |
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Special Magistrate Order |
| <input type="checkbox"/> Lease | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Deed | _____ |
| <input type="checkbox"/> Bond Documentation | _____ |

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

Is this contract/ agreement: ☐ Capital Improvement ☒ Non Capital Improvement

Description of Record Copy: Agreement with Waste Management for waste disposal services at City Parks and Public Works Facility.

Office of the City Clerk Administrative Use Only

Received by: Connie Diaz

Reviewed for completion by: Barbara Hen

Returned to originating Department for the following corrections on: _____ (Date)

Digital archive: _____ (Date) Hard copy archive: _____ (Date)

Tracking Log: _____ (Date) Website: _____ (Date)

Copy provided in electronic format to originating Department on _____ (Date)

Originals returned on _____ (Date)

AGREEMENT

THIS AGREEMENT, made and entered into on this 22nd day of January 2013, by and between Waste Management Inc. of Florida, Party of the First Part, and The City of Doral, Party of the Second Part:

WITNESSETH:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Specifications and Documents, which are attached hereto and made a part hereof, as if fully contained here:

General Conditions	Section	1.0
Special Conditions	Section	2.0
Technical Specifications	Section	3.0
Bid Submittal Form	Section	4.0
Required Forms & Deliverables	Section	5.0

2. That the First Party shall commence the Work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all Work hereunder within the length of time stipulated in the Order.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, in accordance with the unit pricing (as provided) in the Bid Form, in lawful money of the United States for the length of this Agreement which can be found under Section 2.5 Term of Contract.
4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved estimate of Work performed during each calendar month by the First Party.
5. That upon submission by the First Party of evidence satisfactory to the Second Party that all payrolls, material bills, and other costs incurred by the First Party in connection with the services of the Work have been paid in full, final payment on account of this Agreement shall be made within 60 days after the completion by the First Party of all Work covered by this Agreement and the acceptance of such Work by the Second Party.
6. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.

7. **No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action (in writing) by the Party of the Second Part.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in five (5) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

[Signature]
[Signature]

CONTRACTOR:

WASTE Management

BY:

[Signature]

NAME:

Carlos Marrero

TITLE:

Sales Manager

OWNER:

City of Doral

BY:

[Signature]

NAME:

Joe Carollo

TITLE:

City Manager

AUTHENTICATION:

BY:

[Signature]

NAME:

Barbara Herron

TITLE:

CITY CLERK

APPROVED AS TO FORM:

BY:

[Signature]

NAME:

Jimmy Moritz

TITLE:

CITY ATTORNEY

END OF SECTION



City of Doral
Invitation to Bid
Waste Disposal Services

ITB # 2012-21

TABLE OF CONTENTS

1.0	GENERAL CONDITIONS	5
2.0	SPECIAL CONDITIONS	11
3.0	TECHNICAL SPECIFICATIONS	20
4.0	BID FORM	22
5.0	REQUIRED FORMS & DELIVERABLES	26



City of Doral
Invitation to Bid
Waste Disposal Services

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TABLE OF CONTENTS

1.0	GENERAL CONDITIONS	5
2.0	SPECIAL CONDITIONS	11
3.0	TECHNICAL SPECIFICATIONS	20
4.0	BID FORM	22
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City of Doral

Invitation To Bid

Waste Disposal Services

ITB #2012-21

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Yvonne Soler-McKinley, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on October 12, 2012**. The submittals shall be clearly marked **"Waste Disposal Services ITB #2012-21"**.

All submittals shall be publicly opened and recorded on ****October 12, 2012 at **11:00 am**. Late submittals shall not be accepted or considered.

Respondents are to deliver One (1) original and two (2) copies in 3 Ring Binders of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Invitation to Bid. In addition, respondents are to deliver two (2) CDs containing a PDF copy of all materials submitted in the bid.

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

PROJECT OVERVIEW

The City of Doral desires to retain the services of a Waste Disposal Company to provide Container Service for Removal of Non-Hazardous refuse from the City's parks and Public Works Facility.

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

All questions or comments should be directed to the following email at procurement@cityofdoral.com.

All inquiries must reference **Waste Disposal Services ITB #2012-21** in the subject line. No phone calls will be accepted in reference to this RFP.

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

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

The City's tentative schedule for this Invitation for Bid is as follows:

Date of Advertisement: October 2, 2012
Mandatory Pre-Bid: October 5, 2012
Opening of Bids: October 12, 2012
Cut- off Date for Questions: October 10, 2012

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

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

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

Procurement Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

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

Proposer/Respondent/Bidder

Any business entity submitting a response to this solicitation.

Successful Proposer/Respondent/Bidder

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

(iii) Bid

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

1.2 CLARIFICATION

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

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

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

1.5 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the bid opening, whichever is earlier, any material submitted in response to this Invitation to Bid will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Bidders must claim the applicable exemptions to disclosure provided by law in their response to the Invitation to Bid by identifying materials to be

protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF BID

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

1.7 RIGHT TO REJECT ANY AND/OR ALL BIDS

The City reserves the right to reject any and/or all Bids or sections thereof, and waive any technicalities. As a matter of information, the City Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bid, which, in the judgment of the City, will best serve the needs and interests of the City. This offering of invitation to Bid itself does not in any way constitute a contractual agreement between the City of Doral and the Bidder. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Bidder and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

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

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Bidders may incur preparing and submitting bids called for in this invitation to Bid.

(ii) Interviews

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

(iii) Request for Modifications

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

(iv) Bid Acknowledgment

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

(v) Acceptance/Rejection/Modification to Bids

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

(vi) Bid Submittals Binding

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

(vii) Alternate Bids

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

(viii) Economy of Preparation

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

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Bidders should be aware that Request for Proposals/ Qualifications/ Invitation to Bid and the responses are in the public domain. However, the Bidders are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

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

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, City Provision Code

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

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. 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 or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

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

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

1.11 CONE OF SILENCE

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

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

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

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection or evaluation committees;

- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this ITB;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

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

1.12 Florida Government in the SUNSHINE LAW
As a political subdivision, the City of Doral is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials

submitted with the Bid and the results of the City of Doral evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its Bid.

1.13 CANCELLATION

In the event any of the provisions of this bid are violated by the Awarded Bidder, the City Manager shall give written notice to the Awarded Bidder stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City Council of Doral, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

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

1.15 PROPERTY

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

1.16 TERMINATION FOR DEFAULT

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

or negligence, the termination will be deemed to be a termination for the convenience of the City of Doral.

1.17 TERMINATION FOR CONVENIENCE

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

1.18 CONFIDENTIALITY

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

1.19 ANTI-TRUST PROVISION

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

1.20 AUDIT RIGHTS AND RECORDS RETENTION

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

1.21 CAPITAL EXPENDITURES

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

rendering such services, it shall not have any claim upon the City of Doral.

1.22 GOVERNING LAW AND VENUE

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

1.23 ATTORNEY FEES

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

1.24 NO PARTNERSHIP OR JOINT VENTURE

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

1.25 TERMS AND CONDITIONS OF AGREEMENT

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

- A. The Awarded Bidder shall agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Bidder, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.
- B. The Awarded Bidder(s) shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Bidder shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under

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

- C. An understanding and agreement, by and between the Awarded Bidder and the City, that

the completion time as specified in Awarded Bidder's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified

END OF SECTION 1

2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract, through open, competitive bidding, for Waste Disposal Services of Non-Hazardous Refuse

2.2 QUALIFICATIONS / EXPERIENCE OF BIDDERS

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

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within The State of Florida for a four-year period of time preceding this invitation to Bid. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well established operation as determined by officials of the City of Doral.

2. Bidder shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.

3. Bidder must have performed work in the State of Florida for four (4) years and provided services to a governmental entity in the State of Florida for at least three (3) years. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Bidder to ascertain that the contact person will be responsive.

The bidder must show proof of having met these minimum requirements on the "Bidder Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org.

2.4 PRE-BID CONFERENCE / SITE VIST

A Pre-Bid Conference/site-visit will be held on October 5, 2012, at 10:00 a.m. at City of Doral, City Hall, Third Floor Training Room, 8401 NW 53rd Terrace, Doral FL, 33166. During this conference and site-visit all work will be discussed. The Purchasing Department will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the Bid. Attendance to the Pre-Bid conference is MANDATORY.

Bidders are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Bidders are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of an Invitation to Bid, it will be construed that the Bidder is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Bidder shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the ITB through action taken by the City Council at a fully authorized meeting. If the Bidder 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 Bidder, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a two (2) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for an additional two (2) year period on a year to year basis. The Awarded Bidders(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder(s).

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

2.6 PRICING

If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder shall remain fixed and firm throughout the initial term of this contract. However, the Bidder may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

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 Urban Wage Earners and Clerical Workers, 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.

2.7 BID FORMAT AND SIGNATURES

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Invitation to Bid must be resubmitted in its entirety, with all forms executed,

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

2.8 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name and bid amounts submitted. The city will review all submittals for bid compliance according to the requirements set forth in this ITB and evaluate the bid submittals in order of the lowest dollar value bid received. In order to be deemed responsive the bids must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Bidder's qualifications.

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

Upon approval of the City Council, a contract shall be awarded to one (1) Bidder selected as the most responsible, responsive Bidder meeting all specifications. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject bids 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.

2.9 DUE DATE

All Bids are due no later than October 12, 2012 at 11:00 AM, EST or any time prior thereto at the Office of the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. All bids

received will be publicly opened on the date and the time specified. All bids received after that time shall be returned unopened.

Original Submittal and two (2) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Bidders name and ENTER "TITLE & ITB #".

Original submittal and two (2) copies must be submitted in a sealed envelope or box/container clearly marked with the ITB title. EMAILED OR FAXED bids will not be accepted. The Solicitation Response Form shall be attached to the exterior of the packet.

Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of bids shall be decided in the favor of the City of Doral. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bid. The City of Doral cannot be responsible for bids received after opening time and encourages early submittal. Bids received by the City after the time specified for receipt will not be considered.

All information required by the Invitation to Bid must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL

2.10 INSURANCE REQUIREMENTS

Successful bidder shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

A. Commercial General Liability Insurance (Occurrence Basis)

Combined single limit Bodily Injury/Property Damage, including Products Liability, with minimum limits of not less than \$1,000,000.

B. Automobile Liability Insurance

Combined single limit Bodily Injury/Property Damage of not less than \$1,000,000 combined single limit covering owned, hired and non-hired vehicle use.

C. Worker's Compensation:

Worker's compensation insurance covering the Bidder and the Bidder's employees with not less than the following limits:

Worker's Compensation \$100,000/500,000/100,000 for coverage

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

At award time, the successful 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.

2.11 EXCEPTIONS TO SPECIFICATIONS

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

2.12 COMPLETE PROJECT REQUIRED

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

2.13 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **Waste Disposal Services, ITB #2012-21**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Bidders requiring clarification or interpretation of the RFP must submit them via email on or before 12:00 pm noon, October 10, 2012. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Bidders. In addition, inquiries and responses may also be posted on the City of Doral website.

2.14 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

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

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

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

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

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

2.14.2 Americans with Disabilities

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

2.14.3 Compliance with Equal Employment Opportunity

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

2.14.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.14.5 Tie Bids Form

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

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

END OF SECTION 2

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The City of Doral is soliciting through sealed bids the services of a Waste Removal Company to provide: Supervision, Equipment, Labor, any and all other necessary items to provide complete refuse collection of non-hazardous wastes.

3.2 ACCEPTANCE OF COMPLETED WORK

A representative from the City of Doral must approve the work and related costs prior to the commencement of work. The City of Doral will determine if the work that is done is acceptable. If the work does not meet the City's requirements, the Vendor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the contractor at no additional cost to the City within a period of 24 hours.

3.3 SUPPLIES AND PROGRAM

The Bidder shall supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work or services of his contract according to an approved program.

3.4 PROCESSING OF APPLICATION FOR PAYMENT

Cut-off date is the close of the Work day of the final Friday of each month. Contractor shall submit by the first Friday of each month Contractor's completed Application for Payment for the previous period. City must be notified of all scheduled and completed work in sufficient time to verify completeness of such work. Should the submittal date fall on a holiday, Contractor shall submit his application on the next workday.

Contractor is advised that processing of draws must follow this schedule, as the City has funding requirements and other payment obligations which may prevent payment of late Application for Payment for that month's billing cycle. Late Application for Payment with a Recommendation for Payment will be paid in the next month's billing cycle.

3.5 SAFETY AND PROTECTION

The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs. They will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

3.5.1 All employees and other persons whom may be affected thereby,

3.5.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and

3.5.3 Other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

3.6 WORK DURING INCLEMENT WEATHER

No Work shall be done under these specifications except by permission of the City when the weather is unfit for good and careful Work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the City, shall suspend all Work until instructed to resume operations by the City.

3.7 COMMENCEMENT CONFERENCE

Within five (5) days after delivery of the executed Agreement by City to the Contractor, but before starting the Work, a commencement conference will be held to review the above schedules, and provide procedures for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the City representative, and the Contractor.

END OF SECTION 3

SECTION 4 – BID SUBMITTAL FORM: ITB# 2012-21

(Adjust and simplify as required by commodity being purchased)

THIS BID IS SUBMITTED TO:

**City of Doral
8300 NW 53rd Street Suite 100
Doral, Florida 33166**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- (b) Bidder has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time

and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

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

- 4. Bidder understands that the quantities provided are only provided for bid evaluation only. The actual quantities may be higher or lower than those in the bid form.
- 5. Bidder understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place As such the Bidder shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
- 6. Bidder agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- 7. Communications concerning this Bid shall be addressed to:

Bidder: WASTE MANAGEMENT INC OF FLORIDA

Address: 2125 NW 10TH CT
MIAMI, FL 33127

Telephone 305-471-4444

Facsimile Number 305-325-1794

Attention: CARLOS MARRERO

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

STATEMENT

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

SUBMITTED THIS DAY October 10TH 2012.

Person Authorized to sign Bid: X

CARLOS MARRERO

SALES MANAGER

(Signature)

(Print Name)

(Title)

Company Name: WASTE MANAGEMENT INC OF FLORIDA

Company Address: 2125 NW 10TH CT

MIAMI, FL 33127

Phone: 305-986-9353

Fax: 305-325-1794

email: cmarrero@wm.com

PRICING

Please provide pricing for the services requested below. These services will be provided year around. Pricing must include all applicable fees. Total number of Services is based on a two (2) years..

PRICING

Please provide pricing for the services requested below. These services will be provided year around.
Pricing must include all applicable fees. Total number of Services is based on a two (2) years..

Description	Unit	Quantity	Unit Price	Subtotal Two (2) Year Cost
Delivery of 30 Yard Roll Off	Drop off	1	\$ 0.00	\$0.00
30 Yard Roll Off	Service & Disposal	20	\$245.00	\$4900.00
Delivery of 6 Yard Dumpster	Drop off	1	\$0.00	\$0.00
6 Yard Dumpster	Service & Disposal	260	\$21.50	\$5590.00
Delivery of 4 Yard Dumpster	Drop off	1	\$0.00	\$0.00
4 Yard Dumpster	Service & Disposal	104	\$14.75	\$1560.00
Delivery of 3 Yard Dumpster	Drop off	3	\$0.00	\$0.00
3 Yard Dumpster	Service/ Recycling	156	\$6.75	\$1053.00
Grand Total				\$13103.00

STATEMENT OF NO RESPONSE

ITB #2012-21

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

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

COMPANY NAME: _____ N/A _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

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

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

REMARKS: _____

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: ITB# 2012-21 Title: WASTE DISPOSAL SERVICES

Due Date: October 12th 2012 at 11:00 am

Delivery Location: City of Doral
Office of the City Clerk
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: CARLOS MARRERO

(name of company and address) WASTE MANAGEMENT INC OF FLORIDA
2125 NW 10TH CT MIAMI, FL 33127

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

of originals: ____ # of copies: ____ # of CD copies: ____

BIDDER INFORMATION WORKSHEET

ITB #2012-21

COMPANY/AGENCY/FIRM NAME: WASTE MANAGEMENT INC OF FLORIDA

ADDRESS: 2125 NW 10TH CT MIAMI, FL 33127

BUSINESS EMAIL ADDRESS: WWW.WM.COM PHONE No.: 305-471-4444

CONTACT PERSON & TITLE: CARLOS MARRERO, SALES MANAGER

CONTACT EMAIL ADDRESS: cmarrero@wm.com PHONE No.: 305-986-9353

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (X) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: March 30th 1964

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

(If different from address provided above):

INDIVIDUAL(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

CARLOS MARRERO

SALES MANAGER

305-986-9353

(First, Last Name)

(Title)

(Contact Phone Number)

(First, Last Name)

(Title)

(Contact Phone Number)

CONTACT'S SIGNATURE: _____ DATE: October 10th 2012

BIDDER QUALIFICATION STATEMENT

ITB #2012-21

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

The following minimum experience is required for this project:

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

1. Project Name/Location CITY OF MIAMI BEACH
Owner Name _____
Contact Person ALBERTO ZAMORA, SANITATION DIRECTOR
Contact Telephone No. 305-673-7616
Email Address: azamora@miamibeachfl.gov
Yearly Budget/Cost _____
Dates of Contract From: 2004 To: Present

2. Project Name/Location City of Hialeah Gardens
Owner Name _____
Contact Person Yloset De La Cruz, Mayor

Contact Telephone No.

305-538-4114

Email Address:

vdelaacruz@cityofhialeahgardens.com

Yearly Budget/Cost

Dates of Contract

From: 1997

To: Present

3. Project Name/Location

City of Coral Gables

Owner Name

Contact Person

Dan Keys - Public Services Director

Contact Telephone No.

305-460-5201

Email Address:

dkeys@coralgables.com

Yearly Budget/Cost

Dates of Contract

From: 1974

To: Present

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

ITB #2012-21

I, Tim Hawkins, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

59-1094518

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

WASTE MANAGEMENT INC OF FLORIDA

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

2125 NW 10TH CT
STREET ADDRESS

SUITE

MIAMI
CITY

FL
STATE

33127
ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
N/A		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have,

any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

N/A
Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this 10th day of October, 2012.

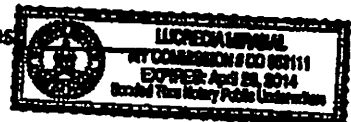
Personally known ✓
OR

Produced Identification _____

Notary Public-State of FLORIDA



Type of Identification

My commission expires



Lucricia Miral
Printed, typed, or stamped commissioned name of Notary Public

LUCRECIA MIRAL

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS					
Home	Contact Us	E-Filing Services	Document Searches	Forms	Help
Previous on List	Next on List	Return To List		<input type="text" value="Entity Name Search"/>	
Events	Name History			<input type="button" value="Submit"/>	
Detail by Entity Name					
<u>Florida Profit Corporation</u>					
WASTE MANAGEMENT INC. OF FLORIDA					
<u>Filing Information</u>					
Document Number 279946					
FE/EIN Number 591094518					
Date Filed 03/30/1984					
State FL					
Status ACTIVE					
Last Event MERGER					
Event Date Filed 03/10/2011					
Event Effective Date NONE					
<u>Principal Address</u>					
1001 FANNIN SUITE 4000 HOUSTON TX 77002					
Changed 04/27/2010					
<u>Mailing Address</u>					
1001 FANNIN, SUITE 4000 ATTN: TAX DEPARTMENT HOUSTON TX 77002					
Changed 04/21/2009					
<u>Registered Agent Name & Address</u>					
CT CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION FL 33324 US					
Name Changed: 06/23/1992					
Address Changed: 04/19/2011					
<u>Officer/Director Detail</u>					
<u>Name & Address</u>					
Title P					
HAWKINS, TIMOTHY B 1001 FANNIN, SUITE 4000 HOUSTON TX 77002 US					
Title VP					
MYHAN, DAVID M					

1001 FANNIN, SUITE 4000
HOUSTON TX 77002 US

Title VP

CARROLL, THOMAS G
1001 FANNIN, SUITE 4000
HOUSTON TX 77002 US

Title CFO

CARPENTER, DON P
1001 FANNIN, SUITE 4000
HOUSTON TX 77002 US

Title TREA

RANKIN, DEVINA A
1001 FANNIN, SUITE 4000
HOUSTON TX 77002 US

Title VP, A

LOCKETT, MARK A
1001 FANNIN, SUITE 4000
HOUSTON TX 77002 US

Annual Reports

Report Year Filed Date

2012	01/11/2012
2012	08/28/2012
2012	10/03/2012

Document Images

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<u>03/10/2011 - Merger</u>	<u>View image in PDF format</u>
<u>04/27/2010 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/21/2009 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>07/02/2008 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/28/2008 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>12/21/2007 - Merger</u>	<u>View image in PDF format</u>
<u>12/21/2007 - Merger</u>	<u>View image in PDF format</u>
<u>12/21/2007 - Merger</u>	<u>View image in PDF format</u>
<u>12/21/2007 - Merger</u>	<u>View image in PDF format</u>
<u>12/21/2007 - Merger</u>	<u>View image in PDF format</u>
<u>07/23/2007 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>08/27/2007 - Merger</u>	<u>View image in PDF format</u>
<u>04/30/2007 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>04/27/2006 - ANNUAL REPORT</u>	<u>View image in PDF format</u>
<u>10/19/2005 - REINSTATEMENT</u>	<u>View image in PDF format</u>

<u>07/27/2005 -- Merger</u>	View image in PDF format
<u>08/28/2005 -- Merger</u>	View image in PDF format
<u>08/29/2005 -- Merger</u>	View image in PDF format
<u>08/29/2005 -- Merger</u>	View image in PDF format
<u>08/29/2005 -- Merger</u>	View image in PDF format
<u>08/29/2005 -- Merger</u>	View image in PDF format
<u>08/20/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/25/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>12/23/2003 -- Merger</u>	View image in PDF format
<u>08/22/2003 -- REINSTATEMENT</u>	View image in PDF format
<u>08/02/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/25/2003 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/23/2002 -- Merger</u>	View image in PDF format
<u>12/23/2002 -- Merger</u>	View image in PDF format
<u>12/23/2002 -- Merger</u>	View image in PDF format
<u>12/23/2002 -- Merger</u>	View image in PDF format
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<u>12/23/2002 -- Merger</u>	View image in PDF format
<u>12/23/2002 -- Merger</u>	View image in PDF format
<u>09/08/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/28/2002 -- Merger</u>	View image in PDF format
<u>02/28/2002 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/28/2001 -- Merger</u>	View image in PDF format
<u>05/03/2001 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/15/2000 -- Merger</u>	View image in PDF format
<u>12/15/2000 -- Merger</u>	View image in PDF format
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<u>05/12/2000 -- Merger</u>	View image in PDF format
<u>05/11/2000 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/22/1999 -- Merger</u>	View image in PDF format
<u>05/27/1999 -- Court Order</u>	View image in PDF format
<u>04/14/1999 -- ANNUAL REPORT</u>	View image in PDF format
<u>12/29/1998 -- Merger</u>	View image in PDF format
<u>12/29/1998 -- Merger</u>	View image in PDF format

<u>12/28/1988 -- Merger</u>	View Image in PDF format
<u>12/29/1988 -- Merger</u>	View Image in PDF format
<u>12/29/1988 -- Merger</u>	View Image in PDF format
<u>12/29/1988 -- Merger</u>	View Image in PDF format
<u>05/01/1988 -- ANNUAL REPORT</u>	View Image in PDF format
<u>05/02/1987 -- ANNUAL REPORT</u>	View Image in PDF format
<u>04/09/1986 -- ANNUAL REPORT</u>	View Image in PDF format
<u>04/20/1985 -- ANNUAL REPORT</u>	View Image in PDF format

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State of Florida Department of State

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

ITB #2012-21

Title: WASTE DISPOSAL SERVICES

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

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

by: TIM HAWKINS, Vice President

for: WASTE MANAGEMENT INC OF FLORIDA

whose business address: 2125 NW 10TH CT MIAMI, FL 33127

Is: 59-1094518

Is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)


I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC
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.


SIGNATURE

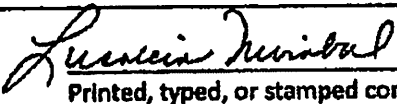
Sworn to and subscribed before me this 10 day of October, 2012.

Personally known ☒

OR

Produced Identification _____

Notary Public- State of FLORIDA
My commission expires: _____



Printed, typed, or stamped commissioned name of Notary



NON-COLLUSION AFFIDAVIT
ITS #2012-21

State of: FLORIDA

) SS

County of: DADE

CARLOS MARRERO being first duly sworn, deposes and says that:

(1) He/She/They is/are the Representative
(Owner, Partner, Officer, Representative or Agent) of WASTE MANAGEMENT INC. OF FLORIDA
the BIDDER that has submitted the attached Bid;

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

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

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

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

Signed, sealed and delivered

In the presence of:

By: X 

Carlos Marrero

(Printed Name)

Sales Manager

(Title)

ACKNOWLEDGMENT

State of Florida

County of DADE

On this the 10 day of October, 2012 before me, the undersigned Notary

Public of The State of Florida, personally appeared

CARLOS MARRERO and

(Name(s) of individual(s) who appeared before notary) whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

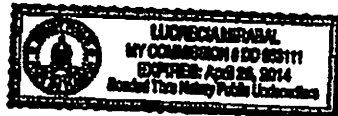
WITNESS my hand and official seal.

Lucy Camaral

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:



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

☒ Personally known to me, or

☐ Personally Identification:

(Type of Identification Produced)

☐ DID take an oath,

or

☐ DID NOT take an oath.



OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

ITB #2012-21

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

1. This sworn statement is submitted to CITY OF DORAL.

By: WASTE MANAGEMENT INC OF FLORIDA

for: WASTE DISPOSAL SERVICES BID# ITB 2012-21

whose business address is 2125 NW 10TH CT MIAMI, FL 33127 and (if applicable) its Federal Employer Identification number (FEIN) is 59-1094518 (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: 1).

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to

enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

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 vendor list. (Attach a copy of the final order.)

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

By: 

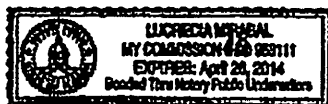
(Printed Name) TIM HAWKINS

(Title) Vice President

Sworn to and subscribed before me this 10 day of October, 2012

Personally known ✓ Identification _____ Or Produced
Notary Public - State of FLORIDA My
Commission Expires December 31, 2014

(Type of Identification)



(Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM
ITB #2012-21

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

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

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

X 

VENDOR'S SIGNATURE

WASTE MANAGEMENT INC OF FLORIDA
NAME OF COMPANY

CARLOS MARRERO
VENDOR PRINT NAME

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT
ITB #2012-21**

STATE OF: FLORIDA)

) SS:

COUNTY OF: DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and WASTE MANAGEMENT INC OF FLORIDA or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

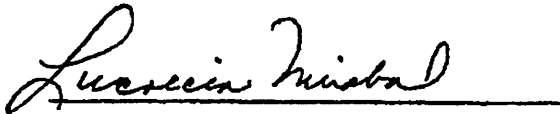
By: TIM HAWKINS



Title: Vice President

Sworn and subscribed before this

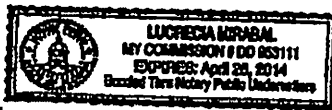
10 day of October, 2012



Notary Public

LUCRECIA MIRABAL

(Printed Name)



My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

ITB #2012-21

I, **TIM HAWKINS** **Vice President**
(Individual's Name) (Title)

of the **WASTE MANAGEMENT INC OF FLORIDA**, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

October 10th 2012
DATE

CONE OF SILENCE CERTIFICATION
ITB #2012-21

I, TIM HAWKINS,
(Individual's Name)

Vice President
(Title)

of the WASTE MANAGEMENT INC OF FLORIDA, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled
'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.



Individual's Signature

October 10th 2012
Date

TIE BIDS CERTIFICATION
ITB #2012-21

I, CARLOS MARRERO,
(Individual's Name)

SALES MANAGER
(Title)

of the WASTE MANAGEMENT INC OF FLORIDA, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

x 

Individual's Signature

October 10th 2012
Date

BIDDER'S CERTIFICATION

ITB #2012-21

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

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

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

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

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

WASTE MANAGEMENT INC OF FLORIDA

Name of Business

By:

Sworn to and subscribed before me
this 10 day of October, 2012



Signature

CARLOS MARRERO, SALES MANAGER

Name and Title, Typed or Printed

2125 NW 10th CT

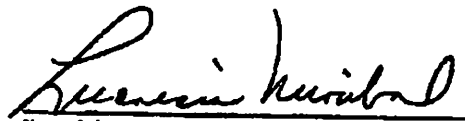
Mailing Address

MIAMI, FL 33127

City, State and Zip Code

305-986-9853

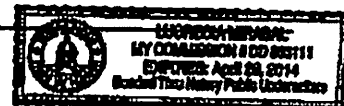
Telephone Number



Notary Public

STATE OF FLORIDA

My Commission Expires



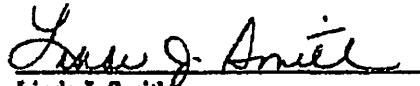
SECRETARY'S CERTIFICATE

WASTE MANAGEMENT INC. OF FLORIDA

I, Linda J. Smith, Secretary of Waste Management Inc. of Florida, a Florida corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Sole Director of the Corporation on October 9, 2012 and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Timothy B. Hawkins, President of the Corporation, is hereby authorized, following compliance with appropriate corporate policies and procedures, to prepare, execute and submit on behalf of the Corporation a Bid Proposal to the City of Doral for solid waste and recycling collection and that the execution thereof shall be the official act and deed of this Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 9th day of October, 2012.


Linda J. Smith
Secretary

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____
held on _____, 20____, the following resolution was duly passed and adopted:

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

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

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

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing
under the laws of the State of _____, held on _____, 20_____, the following resolution was duly
passed and adopted:

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

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

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

Secretary: _____

(SEAL)

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We WASTE MANAGEMENT INC OF FLORIDA hereby acknowledge and

Prime Contractor

agree that we, as the Prime Contractor for City of Doral, Waste Disposal Services, ITS#2012-21, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

N/A

(Subcontractor's Names)

N/A

to comply with such act or regulation.

WASTE MANAGEMENT INC OF FLORIDA

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of
the _____

a corporation existing under the laws of the State of _____, held on _____,
20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be
and is hereby authorized to execute the Bid dated, _____ 20____,

to the City of Doral official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____,

Secretary: _____

(SEAL)

END OF SECTION

WASTE MANAGEMENT OF DADE COUNTY
WASTE MANAGEMENT INC OF FLORIDA
2125 NW 10 CT
MIAMI FL 33127

**PAYMENT RECEIVED
HARRISBURG COUNTY TAX**



REPORTANTS: If the certificate holder is an ADDITIONAL INSURED, the policy(s) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in line of such endorsement(s).

RECORDED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED,
RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT INC. OF FLORIDA
2125 NORTHWEST 10TH COURT
MIAMI FL 33127

1997

INSURANCE: ACE American Insurance Company

CHALLENGER 2: Indemnity Insurance Co of North America
CHALLENGER 3: ACE Insurance Co

WILLIAM H. WATKINS & COMPANY, INC.

Abstract

DATE RECEIVED:

U.S. DEPARTMENT OF JUSTICE

COVERAGES EL MIAMI AL PORTUGATE NUMBER: 3560072
THIS IS TO CERTIFY THAT THE POLICE OF MIAMI

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	AMOUNT
Life Insurance	\$100,000
Accident and Sickness Insurance	\$50,000
Health Insurance	\$25,000
Disability Insurance	\$15,000
Unemployment Insurance	\$10,000
Travel Insurance	\$5,000
Auto Insurance	\$3,000
Fire Insurance	\$2,000
Marine Insurance	\$1,000
Other Insurance	\$500

TYPE OF DISBURANCE				POLICY NUMBER		EFFECTIVE DATE		EXPIRATION DATE		LIMITS	
A	GENERAL LIABILITY	Y	Y	HDO C0543886	1/1/2012	1/1/2013					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY									\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									\$ 5,000,000	
	<input checked="" type="checkbox"/> XCU INCLUDED									\$ XXXXXXXX	
	<input checked="" type="checkbox"/> NO FEDERAL CO. 00011207									\$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:									\$ 6,000,000	
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> CMT <input checked="" type="checkbox"/> LOC									\$ 6,000,000	
A	AUTOMOBILE LIABILITY	Y	Y	MNT H0869283	1/1/2012	1/1/2013					
	<input checked="" type="checkbox"/> ANY AUTO									\$ 1,000,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS									\$ XXXXXXXX	
	<input type="checkbox"/> SCHEDULED ADVICE									\$ XXXXXXXX	
	<input checked="" type="checkbox"/> Hired AUTOS									\$ XXXXXXXX	
	<input checked="" type="checkbox"/> NON-OWNED AUTOS									\$ XXXXXXXX	
	<input checked="" type="checkbox"/> MCS-90									\$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	Y	XOO G25824501	1/1/2012	1/1/2013					
	<input checked="" type="checkbox"/> EXCESS LMB									\$ 15,000,000	
	<input type="checkbox"/> DED									\$ 15,000,000	
	<input type="checkbox"/> RETENTION \$									\$ XXXXXXXX	
BAA	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Y/N	N/A	WLR C46774735 (AOS) WLR C46774747 (CA & MA) SCV C46775759A (WI)	1/1/2012 1/1/2012 1/1/2012	1/1/2013 1/1/2013 1/1/2013					
	<input checked="" type="checkbox"/> ANY OCCUPATIONAL ACCIDENTS									\$ 3,000,000	
	<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY									\$ 3,000,000	
	<input checked="" type="checkbox"/> EMPLOYEE'S LIABILITY									\$ 3,000,000	
	<input checked="" type="checkbox"/> EMPLOYER'S BENEFIT									\$ 3,000,000	
A	EXCESS AUTO LIABILITY	Y	Y	XTR H08692865	1/1/2012	1/1/2013					
										\$ 3,000,000	

DESCRIPTION OF OCCURRENCE / LOCATION / VEHICLES (Attach ACCIDENT REPORT, Additional Remarks Schedule, if more space is needed)
 (TRAFFIC ACCIDENT)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT
 REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED
 (EXCEPT FOR WORKERS' COMPENSATION) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CANCELLATION

3080072

FOR BID PURPOSES ONLY
C/O WASTE MANAGEMENT INC. OF FLORIDA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Q-Kelly

ACORD 25 (2010/06)

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RESOLUTION NO. 12 – 144

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WASTE MANAGEMENT, INC. OF FLORIDA FOR THE PROVISION OF NON-HAZARDOUS WASTE DISPOSAL FROM PARKS AND RECREATION FACILITIES, THE PUBLIC WORKS FACILITY, AND ANY OTHER APPLICABLE CITY FACILITY, FOR A TOTAL PERIOD OF FOUR (4) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in response to ITB #2012-21 titled "Waste Disposal Services," the City of Doral received five bids by the October 21, 2012, 11:00 a.m. deadline; and

WHEREAS, after reviewing the bids, Staff determined that lowest responsive and responsible bidder is Waste Management, Inc. of Florida; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into an agreement with Waste Management, Inc. of Florida for the provision of non-hazardous waste disposal from Parks and Recreation facilities, the Public Works Facility and any other applicable City facility, for a total period of four (4) years.

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

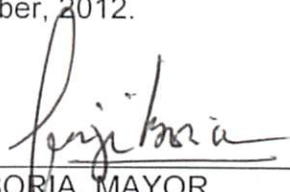
Section 1. The City Council hereby authorizes the City Manager to negotiate and enter into an agreement with Waste Management, Inc. of Florida for the provision of non-hazardous waste disposal from Parks and Recreation facilities, the Public Works Facility, and any other applicable City facility for a total period of four (4) years.

Section 2. This Resolution shall become effective immediately upon its adoption.

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

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

PASSED and ADOPTED this 12th day of December, 2012.




LUIGI BORIA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

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



JIMMY MORALES, CITY ATTORNEY