

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
ADVANCED BODY AND FRAME
FOR
COLLISION REPAIR AND BODY WORK SERVICES**

THIS AGREEMENT is entered into between **Advanced Body and Frame**, an active, Limited Liability Company (the “Provider”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, on March 17, 2021 Council Meeting, the City Council of the City of Doral approved Resolution No. 21-93 approving the ranking of Advanced Body and Frame as the second ranked proposer to Request for Proposal No. 2020-28 for Collision Repair and Body Work Services for the City of Doral (“RFP”); and authorizing the City Manager to negotiate and enter into an agreement; and

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Contract Documents

- 1.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the “Contract Documents”):
 - 1.1.1. *Request for Proposals No. 2020-28 – Advanced Body and Frame*, attached hereto by reference.
 - 1.1.2. Certificates of Insurance are attached as “Exhibit B”.
 - 1.1.3. Provider’s response to the RFP (“Proposal”), attached hereto as “Exhibit C”.
 - 1.1.4. Any additional documents which are required to be submitted by the Provider under this Agreement.

This Agreement constitutes the entire agreement between Provider and City and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding a Service and the transactions contemplated hereunder. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

- 1.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:
 - 1.2.1. Specific written direction from the City Manager or City Manager’s designee.
 - 1.2.2. This Agreement,
 - 1.2.3. Provider’s Response to the RFP.
 - 1.2.4. The RFP

2. **Scope of Services/ Deliverables** The Provider shall perform the Work under the general direction of the City as set forth in the Contract Documents.

- 2.1 The parties agree that the scope of services is a description of Provider's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Provider impractical.
- 2.2 The Provider shall furnish the professional services to the City as outlined in the Request for Proposal No. 2020-28 for Collision Repair and Body Work Services, and Providers Response dated September 29th, 2020 at the rate quoted in the Response and all subsequent documentation, which is attached to this Agreement and incorporated herein under Exhibit "A" and made a part hereof by this reference (the "Contract Documents").
- 2.3 The Provider agrees to perform Services for the benefit of the City under the terms, schedules, and conditions set forth in the Contract Documents. Provider shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.
- 2.4 The Provider represents and warrants to the City that: (i) Provider possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Provider is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Provider is duly authorized to execute same and fully bind Provider as a Party to this Agreement.
- 2.5 The Provider warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Provider at its own cost, whether or not specifically called for.
- 2.6 The Provider agrees to perform Services for the benefit of the City under the terms, schedules, and conditions set forth in the Contract Documents.

3. **Term/Commencement Date**

- 3.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for three (3) years but may be renewed by the City for two (2) additional one-year periods for a total of five (5) years as agreed upon by both parties.

- 3.2 Should the City exercise the optional renewal period(s), the Provider shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included with this original Agreement.
- 3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Provider's ability to timely perform Services or any portion thereof, the City may request that The Provider, within a reasonable period of time, provide adequate assurances to the City in writing, of Provider's ability to perform in accordance with terms of this Agreement. In the event that the Provider fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

4. **Compensation and Payment**

- 4.1 The City of Doral will pay Provider the fees for services as set forth in Provider's response to the RFP after all services have been provided and accepted. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City. City shall pay Provider within thirty (30) days of receipt of Provider's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

5. **Provider's Responsibilities**

- 5.1 The Provider shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practices.
- 5.2 Provider shall abide by the terms of the RFP to the extent not in conflict with this Agreement, including, without limitation, any and all requirements pertaining to the personnel provided by Provider to provide the Services contemplated herein.

6. **Default**

In the event the Provider fails to comply with any provision of this Agreement, the City may declare the Provider in default by written notification. The City shall have the right to terminate this Agreement if the Provider fails to cure the default within ten (10) days after receiving notice of default from the City. If the Provider fails to cure the default, the Provider will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Provider shall return such sums due to the City within ten (10) days after notice that such sums are due. The Provider understands and agrees that termination

of this Agreement under this section shall not release Provider from any obligations accruing prior to the effective date of termination.

7. Termination Rights

The City of Doral reserves the right to cancel this contract for any reason without cause upon thirty (30) days written notice to the Provider, and the Provider reserves the right to cancel this contract for any reason with cause and documentation supporting such on a schedule acceptable to the City and upon one-hundred and twenty (120) days written notice to the City Manager.

8. Insurance

8.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required under the RFP. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

8.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and included under Exhibit "B". Provider shall certify copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance with policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

9. Nondiscrimination

9.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

10. Attorneys' Fees and Waiver of Jury Trial

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

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

11. Indemnification

11.1 Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including

death and which damage, injury or death directly related to Provider's performance of the Services or to the extent caused by (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, Provider damage, injury or death related to Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of the services under this Agreement by Provider or any act or omission of Provider, its agents, servants, Providers, patrons, guests or invitees and includes any costs, reasonable attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. As determined by a court of competent jurisdiction, Provider agrees to pay all claims and losses of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon. Each party reserves the right to select its own legal counsel to conduct any defense in any such proceeding, and prevailing party's costs and fees associated therewith shall be the responsibility of the losing party under this indemnification provision. This indemnification agreement is separate and apart from, and in no way limited by, any insurance coverage provided pursuant to this Agreement. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, willful misconduct or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

12. Notices/Authorized Representatives

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

For the City: Hernan M. Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For the Provider: Advanced Body and Frame
Albert A. Font President
3401 East 10th Avenue
Hialeah, Florida 33013
Phone: 305-694-9560

Email: afont27936@aol.com

With a Copy to: Advanced Body and Frame
 Attn: Alejandra Lazo Treasurer
 3401 East 10th Avenue
 Hialeah, Florida 33013
 Phone: 305-694-9560
 Email: c9196@aol.com

13. Governing Law

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

14. Entire Agreement/Modification/Amendment

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

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

15. Ownership and Access to Records and Audits

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

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of five (5) years from the date of termination of this Agreement, upon providing Provider at least a 72-hour written notice, shall have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

15.3 The City shall have the right to audit Provider's books and records, at the City's expense, upon prior reasonable notice, with regard to the Services provided to the City under this Agreement. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Provider consents to the City requesting from the insurance carrier's confirmation of all fees paid to Provider arising out or related to the City's insurance coverages during the term of this Agreement.

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

15.5 In addition to other contract requirements provided by law, Provider shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the Service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

16. No Assignability

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

17. Severability

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

18. Independent Provider

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

19. Representations and Warranties of Provider

19.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Provider, and its employees and/or sub-Providers, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder.

- (b) Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, and licensed and validly doing business and in good standing under the laws of the State of Florida.
- (c) The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and
- (d) Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- (e) Provider is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; ii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iii) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules.
- (f) Provider warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Provider as agreed upon by both parties.
- (g) The Provider shall promptly give notice to the City if the Provider shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission (“SEC”) or any other agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

20. Compliance with Laws

- 20.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services provided hereunder.

21. Non-Collusion

- 21.1 Provider certifies that it has not divulged, discussed, or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

22. Truth in Negotiating Certificate

- 22.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered

pursuant to this Agreement are accurate, complete, and current. Upon written notice from the City, Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year of the City's issuance of the applicable authorization, or Purchase Order to the Provider.

23. Waiver

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

24. Survival of Provisions

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

25. Prohibition of Contingency Fees

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

26. Force Majeure

26.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, epidemic, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs as agreed upon by both parties. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

27. Counterparts

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

28. Interpretation

28.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

28.2 Preparation of this Agreement has been a joint effort of the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

29. Discretion of City Manager

29.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

30. Third Party Beneficiary

30.1 Provider and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

31. No Estoppel

31.1 Neither the City’s review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Provider shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Provider’s negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

32. Ethics: Conflicts of Interest

32.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

- 32.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.
- 32.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee, or agency of the City.
- 32.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee, or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.
- 32.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.
- 32.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.
- 32.7 Provider, its officers, personnel, subsidiaries and sub-Providers shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and sub-Providers shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.
- 32.8 Provider, its officers, personnel, subsidiaries and sub-Providers shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 32.9 Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether

such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered by Provider. The City agrees to notify Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by Provider, the City shall so state in its opinion and Provider may, at its option, enter into i said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.

32.10 In the event Provider is permitted to utilize sub-Providers to perform any services required by this Agreement, Provider agrees to prohibit such sub-Providers, by written contract, from having any conflicts as within the meaning of this section.


33. No Exclusivity

This is not an exclusive agreement. It is expressly understood and agreed by the Parties that the City has entered into agreements with the top two ranking firms for collision repair and body work services and may choose to use the Services of provider or not, at City's sole election, and that City is under no obligation to refer work to Provider and has no obligations to provider except as set fourth in the Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 
Hernan M. Organvidez, Interim City Manager

Date: 6/23/21

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



Luis Figueredo, Esq.
City Attorney

Advanced Body and Frame

By:
Its:
Date:

Paul J
Paul J
6/22/2021

Advanced Body and Frame Inc
RFP No. 2020-28 – Collision Repair and Body Work Services
Exhibit B – Pricing

Advanced Body and Frame will honor the rates and quote as identified in the appraised estimate provided by the City of Doral's insurance carrier. For repairs not covered by the insurance, the following rates below shall apply.

Hourly Labor Rates * based on insurance estimate

Body	\$45/ hr
Paint	\$44/ hr
Frame	\$40/ hr
Mechanical	\$85/ hr
Structural	\$44/ hr

10% Discount off OEM parts

EXHIBIT "A"
RFP No 2020-28



Request for Proposals

RFP No. 2020-28

**Collision Repair and Body
Work Services**

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City of Doral

Request for Proposal

Collision Repair and Body Work Services

RFP No. 2020-28

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 Albert P. Childress, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **10:00 am on September 29th, 2020**. The submittals shall be clearly marked **“RFP No. 2020-28 – Collision Repair and Body Work Services”**.

All submittals shall be publicly opened and recorded on **September 29th, 2020 at 10:00 A.M.**
Late submittals shall **not** be accepted or considered.

Proposals must be submitted electronically through DemandStar or Vendor Registry by the date and time stated above. Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding.

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.

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

PROJECT OVERVIEW

The purpose of this solicitation is to establish one or more contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the City's needs. These repair services consist of body work for all types and sizes of automobiles, trucks, heavy equipment, and vans. The vendor(s) must perform all types of body repairs normally performed on passenger vehicles, as well as light, medium and heavy-duty commercial vehicles. Services may include the repair, replacement, adjustment and/or overhaul of minor and major components such as safety equipment, suspension, steering, electrical, and other areas damaged in a collision.

The City intends to use the Proposals submitted in response to this RFP to rank order the Proposers according to the most qualified and to then initiate contract negotiations with the top ranked Proposer. The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Proposer. The selected Proposer shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

All inquiries must reference **RFP No. 2020-28 – Collision Repair and Body Work Services** in the subject line and should be directed to the following email at procurement@cityofdoral.com. No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via Vendor Registry and via Onvia DemandStar, central notification systems which provide bid notification services to interested vendors. 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:

Mandatory Pre-Bid Meeting:

September 8th, 2020 at 10:00 A.M. EST.
From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/520224069>
United States: +1 (312) 757-3121
Access Code: 520-224-069

Cut-off Date for Questions:

September 15th, 2020 at 5:00 P.M. EST.

Deadline for Submittals and Opening of Bids:

September 29th, 2020 at 10:00 A.M. EST.
From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/658582813>
United States: +1 (408) 650-3123
Access Code: 658-582-813

SECTION 1

GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

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

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

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

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

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

Successful Proposer/ Contractor/Submitter

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

(iii) Proposals/ Submittals

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

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page.

Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

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

1.3 COST OF PREPARATION

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

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer 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 RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities,

and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer 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 proposal prior to delivery, it shall be the responsibility of the proposer 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 Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) **Interviews**

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) **Request for Modifications**

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

(iv) **Bid Acknowledgment**

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

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

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

(vi) **Submittals Binding**

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

(vii) **Alternate Proposals/ Statement/ Proposals**

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) **Economy of Preparation**

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

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

Occupational, Safety and Health Act (OSHA)

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

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

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

**U.S. Department of Transportation
City of Doral, City Ordinance No. 2004-03
Cone of Silence, Miami-Dade County Code of Ordinances**

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

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any

compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer 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 Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

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

1.11 CONE OF SILENCE

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

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

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

(5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and

(6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

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

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said

proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 Florida Government in the SUNSHINE LAW

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

1.13 CANCELLATION

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

1.14 ASSIGNMENT

The Awarded Proposer 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 Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

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

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so

terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

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

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

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

1.21 GOVERNING LAW AND VENUE

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

1.22 ATTORNEY FEES

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

1.23 NO PARTNERSHIP OR JOINT VENTURE

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

1.24 TERMS AND CONDITIONS OF AGREEMENT

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

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

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

negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

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

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

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

1.26 HIRING PREFERENCE FOR PROCURED PROJECTS

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

END OF SECTION

SECTION 2 SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral is seeking proposals from qualified vendors to provide proposals for Collision Repair and Body Work Services. The purpose of this solicitation is to establish one or more contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the County's needs. These repair services consist of body work for all types and sizes of automobiles, trucks, heavy equipment, and vans. The vendor(s) must perform all types of body repairs normally performed on passenger vehicles, as well as light, medium and heavy-duty commercial vehicles. Services may include the repair, replacement, adjustment and/or overhaul of minor and major components such as safety equipment, suspension, steering, electrical, and other areas damaged in a collision.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

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

- 2.2.1 The Proposer must provide a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.
- 2.2.2 The Proposer must provide references with the organization names, addresses, telephone numbers and contact names of a minimum of three (3) public agencies where similar procurement & services were successfully provided.
- 2.2.3 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 Florida for a five-year (5) period of time immediately preceding this Request for Proposal and actively in business performing grant writing and administration services for same.
- 2.2.4 The Proposer must have a minimum of five (5) years of experience writing and/ or administering Federal and/ or State government grant programs.
- 2.2.5 Proposer must be fully licensed to perform the work described herein and shall comply with all applicable Federal/State Statutes and local codes and ordinances.

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

2.3 **LICENSING**

Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. 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. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 **MANDATORY PRE-BID CONFERENCE**

A Mandatory Pre-Proposal Conference will be held on Tuesday, September 8th, 2020 at 10:00 a.m. via GoToMeeting Conference Call. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is Mandatory.

September 8th, 2020 at 10:00 A.M.

From your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/520224069>

You can also dial in using your phone:

United States: +1 (312) 757-3121

Access Code: 520-224-069

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications 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.

Late arrivals will not be permitted to join the conference and therefore forfeits all opportunities to bid on this project. During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is mandatory.

2.5 **TERM OF CONTRACT**

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

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a total of five (5) years. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(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 right of the awarded Respondent(s).

2.6 PRICING

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

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors 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.

2.7 PROPOSAL FORMAT AND SIGNATURES

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

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 METHOD OF AWARD

The City will open all submittals received at the time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals 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 Proposer's qualifications.

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

Upon approval of the City Council, a contract shall be awarded to one Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject proposals from vendors that are

currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City’s selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City’s decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I - An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

PHASE II — The City may conduct interview presentations and re-evaluate and score “shortlisted” firms/individuals to establish a ranking of the “shortlisted” firms/individuals.

PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

EVALUATION CRITERIA FOR RFP		
Criteria	Description	Points
1	Technical Resources, Capabilities and Proximity	25
2	Staff Experience, Organization, and Facility	25
3	Relevant Project Experience	30

4	References	10
5	Proposed Fees to the City	10
	Total Points Possible	100

2.9 AWARD OF CONTRACT

The City anticipates entering into a contract with the Provider who submits the Proposal evaluated by the City to be most advantageous. The City anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

2.10 DUE DATE

All Bids are due no later than **Tuesday, September 29th, 2020 at 10:00 AM, EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. See attached instructions for further details on E-Bidding. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

September 29th, 2020 at 10:00 A.M. From your computer, tablet or smartphone
<https://global.gotomeeting.com/join/658582813>

You can also dial in using your phone: United States: +1 (408) 650-3123
 Access Code: 658-582-813

New to GoToMeeting? Get the app now and be ready when your first meeting starts:
<https://global.gotomeeting.com/install/539037277>

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely upload of submittal. The City will not responsible for any technical difficulties. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

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

2.11 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the 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.

2.12 TIE PROPOSALS

Whenever a tie occurs for the top-ranking position after the Phase II evaluation, the Selection Committee will review the timestamp of the submittal of the RFP to determine the earliest received RFP. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

2.13 EXCEPTIONS TO SPECIFICATIONS

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

2.14 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 Respondent as though originally so specified or shown, at no increase in cost to the City.

2.15 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: **RFP No. 2020-28 – Collision Repair and Body Work Services**. 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.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before **5:00 pm September 15th, 2020**. 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 Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.16 ATTACHED FORMS

2.18.1 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 Request for Proposal, 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.

2.18.2 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.

2.18.3 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 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.18.4 Public Entity Crimes

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

2.18.5 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.

2.17 VERIFICATION OF INFORMATION

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter's ability to perform under

this solicitation. The City shall be sole judge of a submitter's ability to perform and its decision shall be final.

2.18 GOODS/ SERVICES MAY BE ADDED OR DELETED

It is hereby agreed and understood that goods or additional services may be added to this Contract at the City's option. It is also agreed and understood that the City may add or delete goods/services on this Contract at the City's option. The Awarded Bidder shall be invited to submit price quotes for these additional goods/services. If these quotes are determined to be fair and reasonable, then the additional goods/services will be awarded to the Awarded Bidder.

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 PURPOSE

The City of Doral is seeking proposals from qualified vendors to provide proposals for Collision Repair and Body Work Services. The purpose of this solicitation is to establish one or more contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the County's needs. These repair services consist of body work for all types and sizes of automobiles, trucks, heavy equipment, and vans. The vendor(s) must perform all types of body repairs normally performed on passenger vehicles, as well as light, medium and heavy-duty commercial vehicles. Services may include the repair, replacement, adjustment and/or overhaul of minor and major components such as safety equipment, suspension, steering, electrical, and other areas damaged in a collision.

The following is a sample listing of the types of repair services required including but not limited to the following repairs and repair practices and supplying materials as required.

- 3.1.1. Mask, protect, or remove all chrome, glass, lighting equipment, and any other vehicle components or accessories that could be damaged while making repairs.
- 3.1.2. Protect mechanical, hydraulic, or any attached lifting, hoisting, or other devices that could be damaged while making repairs to the vehicle.
- 3.1.3. Make all necessary adjustments; align doors, hood decks, trunks, fenders, or other body components such as hinges, latches, etc. that are not damaged but would require such labor to produce a finished job.
- 3.1.4. Align frame when structural or other damage has affected the alignment of same.
- 3.1.5. Align front and/or rear ends (caster, clamber, and toe-in, etc.) when collision damage has affected them.
- 3.1.6. Remove and replace all items furnished by the City as part of or supplemental to the Collision repair.
- 3.1.7. Reapply rust proofing and undercoating in any repaired areas which originally had this type of protection.
- 3.1.8. Recover seat(s), arm rest(s), headliner, etc. if so requested by Shop Supervisor originating the work.
- 3.1.9. Where applicable, reset and/or repair or restore any active or passive restraint systems such as seat and shoulder harnesses, air bag systems and/or ABS braking

systems to fully functional OEM new equipment factory standards.

3.1.10. Provide quotes on general refurbishment as requested.

3.2 QUOTES/ESTIMATES

All repairs shall be approved by the City in writing, in advance of work being performed. Prior to any repair, Service Provider and City's Facilities and Fleet Manager will conduct a "vehicle condition" report. Service Provider shall assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the City under the contract. Both parties will inspect to identify and describe the condition of the vehicle and list them on the estimate sheet. The estimate shall include:

3.2.1 Make, model and mileage of vehicle.

3.2.2 License plate number, VIN number and City unit number.

3.2.3 Itemized list of description of work to be performed.

3.2.4 Estimated number of labor hours of task.

3.2.5 Itemized list of parts and paint materials cost.

3.2.6 All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly.

3.2.7 Total Repair Estimate

3.2.8 If applicable, any recommendations for future repairs.

3.2.9 At least two (2) pictures of the damages.

3.3 PARTS

When performing repairs, the Vendor shall use parts which meet or exceed O.E.M. (Original Equipment Manufacturer) standards. The use of remanufactured, aftermarket, or fabricated parts is permitted with prior approval from the City. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed O.E.M. warranty standards. All damaged parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the City. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the City and request in writing permission for early disposal.

3.4 PAINT & REPLACEMENT OF GRAPHICS

The vendor shall use paint equal to the manufacturer's original finish per Original Equipment Manufacturers' (OEM) system where applicable. These services shall include but not be limited

to prime, paint, and clear coat. Primers shall be used on all body work reduced to base metal. The City has the right to require that the awarded Vendor, as a part of the cost estimate, replace factory OEM graphics, stripping, stenciling, etc. The graphics will be provided by the awarded Vendor.

The City will be responsible for the replacement of non-factory graphics, stripping, stenciling, etc.

3.5 REPAIR TIMES

The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work. Should an extension of this time period be needed, the Vendor shall request a Time Extension from the City immediately after the known delay. This Time Extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time Extensions shall only be granted for delivery delays in parts or changes in scope of work by the City. The Vendor will be assessed \$50 per day delay damages for unexcused delays for each business day that is past the estimated completion date. The total of such damages will be deducted from the Vendor's final invoice.

3.6 DELIVERY & STORAGE

The selected vendor(s) shall have the capability of delivering, towing, and storing vehicles and of providing both regular and emergency towing services. Regular towing services shall include the pickup of vehicles during normal business hours (8:00AM – 5:00PM) from the City of Doral's Fleet Maintenance Facility. In addition to such towing services, the Vendor shall have the ability to provide emergency towing services for vehicles which are deemed undrivable. These services shall be available twenty-four (24) hours a day, seven (7) days a week, at any location within the City. All vehicles shall be towed directly to the Vendor's repair shop.

While the vehicle is awaiting or being repaired, vehicle storage shall be provided. This storage shall be in a safe and secure location and shall be at no charge to the City.

Upon completion of the collision repair and body work services, the vendor may be requested to deliver the vehicles. These deliveries can only be made to City of Doral's Fleet Maintenance Facility during normal Fleet business hours (8:00AM – 5:00PM).

The Vendor, prior to returning repaired vehicles to the City, will thoroughly clean vehicles (exterior and interior) so the vehicle is free of dirt, road grime, body shop dust, and other foreign material, so that a proper inspection of the repairs can be performed and acceptance of the vehicle can be made. If needed, after the vehicle has been repaired the vehicle will be buffed to assure paint uniformity.

Upon delivery of the vehicle, all work will be inspected by the Fleet Services Manager or his designee before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor's expense according to industry standards.

3.7 WORK QUALITY/WARRANTY

The Vendor shall guarantee the work product against any and all defects in workmanship or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all structural procedures and repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair. The Vendor agrees to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended.

All painting must be guaranteed against fading or peeling for a period of three (3) years from the date of acceptance of the work by the City.

3.8 PERFORMANCE EVALUATION

If the awarded proposer(s) performance fails to meet the standards specified within the RFP and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Awarded proposer's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

3.9 METHOD OF ORDERING

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

3.10 PAYMENT

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

3.9.1 Payment withholding of partial or entire amount

3.9.2 Compensation as deemed acceptable by the City due to non-performance.

3.11 FACILITY, EQUIPMENT, AND STAFFING

The Vendor must have clean, complete modern facilities or access to such facilities with the machinery and equipment necessary to perform auto body repair services as required by this RFP to include but not limited to: body work and mechanical repair services, painting (providing fully protected paint bays/ovens), fiberglass work, spray-in liners, paint less/ dent less repair (PDR) work, frame repair to include unibody and full frame measuring and straightening systems, air conditioning repair (evacuating, recycling, recharging), air bag repair, ABS replacement/repair, and preparing and finishing miscellaneous items. The Vendor must also employ qualified auto body mechanics with experience in all aspects of auto body repairs. Additionally, the facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building. The selected vendor(s) must have repair facilities located within a thirty (30) mile radius of the City of Doral

Fleet Maintenance Facility. The City reserves the right to perform a site visit to responding vendors' facilities prior to making an award if deemed desirable.

3.12 COST ESTIMATES/ PRICE QUOTATION

For each individual job, or work order, the award Vendor(s) shall provide a firm written price quote for needed repairs. This written price quote must be clear and legible and include the following: City's vehicle number, VIN number, start and completion times, labor hours and price per hour, and an itemized listing of replacement repair parts showing retail list price of each part less vendor's discount percentage. Quotes must include all fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as applicable and as provided by the Vendor's bid. Charges shall not be paid by the City's unless listed in the vendor's bid. The completed firm written price quote must be sent with a minimum of two (2) digital photos showing the vehicle damage via e-mail to the Facilities & Fleet Maintenance Department within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor.

SECTION 4

PROPOSAL SUBMITTAL REQUIREMENTS

RFP No. 2020-28

THIS PROPOSAL IS SUBMITTED

TO:

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

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer 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. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal 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) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.

- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Proposer has correlated the results of all such observations, examinations, investigations,

explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.

(g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.

5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.

6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

7. Communications concerning this Proposal shall be

addressed to: Bidder: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this Proposal 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 _____, 20____.

Person Authorized to sign Proposal: _____ (Signature)

_____ (Print Name)
_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

SECTION 5

FORMS / DELIVERABLES

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

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

LIST OF ATTACHED FORMS:

- Proposal Submittal Form
- RFP Reference Survey
- Statement of No Response
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Bidder/ Proposer Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- IRS Form W-9 - Request for Taxpayer Identification Number and Certification

STATEMENT OF NO RESPONSE

RFP No. 2020-28

If you are not proposing on this service/commodity, please complete and return this form to City of Doral Procurement at procurement@cityofdoral.com. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have declined to submit a Bid 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: _____

BIDDER INFORMATION WORKSHEET

RFP No. 2020-28

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

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

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

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT
(if different from address provided above):

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

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

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

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

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____

BIDDER QUALIFICATION STATEMENT

RFP No. 2020-28

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 as specified in Section 2.

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 _____
- Owner Name _____
- Contact Person _____
- Contact Telephone _____
- No. Email Address: _____
- Yearly _____
- Budget/Cost Dates From: _____ To: _____
- of Contract Project _____
- _____
- _____
- _____

2. Project Name/Location _____
- Owner Name _____
- Contact Person _____
- Contact Telephone _____
- No. Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone _____

No. Email Address: _____

Yearly _____

Budget/Cost Dates From: _____ To: _____

of Contract Project _____

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone _____

No. Email Address: _____

Yearly Budget/Cost

Dates of Contract

From: _____ To: _____

Project Description

5. Project Name/Location

Owner Name

Contact Person

Contact Telephone

No. Email Address:

Yearly

Budget/Cost Dates

From: _____ To: _____

of Contract Project

**END OF
SECTION**

Signature of Affiant

Date

Printed Name of Affiant

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____(year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

**NO CONTINGENCY AFFIDAVIT
RFP No. 2020-28**

State of _____)
 _____) SS
 County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH
NOT

By: _____

Print Name: _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification. Personally known _____

OR

Produced Identification _____

Type of Identification =

Notary Public-State of _____

±

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

RFP No. 2020-28

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

I, being duly first sworn state:

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

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

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

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

SIGNATURE

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

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

RFP No. 2020-28

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

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

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

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

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

By:

(Printed Name) _____

(Title) _____

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of __, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification. Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

DRUG-FREE WORKPLACE PROGRAM
RFP No. 2020-28

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

*(Name of
Firm)*

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.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code

Signature: _____

APPROVED: _____
DATE: _____

STUDENT:

DATE:

Part 1: The student is required to write a short paragraph about the importance of education. The student should mention how education helps in personal growth and development, and how it contributes to the progress of the society. The student should also mention the role of parents and teachers in providing a good education to the children.

Part 2: The student is required to write a short paragraph about the importance of health. The student should mention how a healthy body is essential for a successful life. The student should also mention the importance of a balanced diet, regular exercise, and adequate sleep in maintaining good health. The student should also mention the role of doctors and nurses in providing medical care to the patients.

Part 3: The student is required to write a short paragraph about the importance of family. The student should mention how a family provides a sense of belonging and support to its members. The student should also mention the importance of love, respect, and communication in a family. The student should also mention the role of parents in providing a good upbringing to their children.

Part 4: The student is required to write a short paragraph about the importance of community. The student should mention how a community provides a sense of unity and cooperation among its members. The student should also mention the importance of helping others and contributing to the welfare of the community. The student should also mention the role of community leaders in providing guidance and support to the community members.

Part 5: The student is required to write a short paragraph about the importance of environment. The student should mention how a clean and healthy environment is essential for a good quality of life. The student should also mention the importance of conserving natural resources and protecting the environment from pollution. The student should also mention the role of government and citizens in maintaining a clean and healthy environment.

Part 6: The student is required to write a short paragraph about the importance of culture. The student should mention how a culture provides a sense of identity and pride to its members. The student should also mention the importance of preserving and promoting the cultural heritage of a community. The student should also mention the role of artists and writers in creating and sharing the cultural values of a community.

RESPONDENT'S CERTIFICATION

RFP No. 2020-28

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

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

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

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent'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 proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

The foregoing Affidavit was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification. Personally known _____

OR

Produced Identification _____

Type of Identification _____

Notary Public-State of _____

My commission number: _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

[Notary Seal]

Signature: _____

**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)

**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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **COLLISION REPAIR AND BODY WORK SERVICES**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

**END OF
SECTION**

EXHIBIT "B"
MINIMUM INSURANCE REQUIREMENTS

I. Garage/Garage Keepers Liability

- A. Limits of Liability:
 - Bodily Injury & Property Damage Liability
Each Occurrence \$2,000,000

 - Garage Keepers' Liability – Per Vehicle \$100,000

 - Policy Aggregate (None

- B. Endorsements Required
 - City of Doral listed as an additional insured
 - Primary Insurance Clause Endorsement

Workers Compensation / Employers' Liability

- A. Workers Compensation Limits: Statutory - State of Florida

- B. Employers Liability Limits:
 - \$1,000,000 for bodily injury caused by an accident, each accident
 - \$1,000,000 for bodily injury caused by disease, each employee
 - \$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

II. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

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

All above coverage must remain in force and Certificate of Insurance on file with City without interruption for the duration of this agreement. Policies shall provide the City of Doral with 30 days' written notice of cancellation or material change from the insurer. If the insurance policies do not

contain such a provision, it is the responsibility of the Contractor to provide such written notice within 10 days of the change or cancellation.

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

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

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

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

EXHIBIT C QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the City to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address:

_____.

2. Normal Operating Hours: Weekdays _____ am to _____ pm

Saturdays _____ am to _____ pm

Sundays & Holidays _____ am to _____ pm

3. Number of employees on your regular payroll: _____

4. Number of ASE Certified employees: _____

5. Do any of your employees have any other special certifications or ratings? If so, specify:

6. Do you have any special equipment that is available to service City Vehicles? If so, specify:

7. How many working bays does your facility have? _____

8. What is the overall size of your facility? _____

9. Do you have a locked, fenced and secured storage area? Yes / No

10. How far in advance must appointments be scheduled? _____

11. In case of an emergency, will you accommodate the City with same day repair services when possible? Yes / No

12. List the largest vehicles by weight that you can accommodate on your lifts. _____

13. Specify any special service provided to expedite the maintenance of repairs of police vehicles such as priority service, pickup and delivery, etc.: _____

3.1 **PURPOSE**

The City of Doral is seeking proposals from qualified vendors to provide proposals for Collision Repair and Body Work Services. The purpose of this solicitation is to establish one or more

contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the County's needs. These repair services consist of body work for all types and sizes of automobiles, trucks, heavy equipment, and vans. The vendor(s) must perform all types of body repairs normally performed on passenger vehicles, as well as light, medium and heavy-duty commercial vehicles. Services may include the repair, replacement, adjustment and/or overhaul of minor and major components such as safety equipment, suspension, steering, electrical, and other areas damaged in a collision.

The following is a sample listing of the types of repair services required including but not limited to the following repairs and repair practices and supplying materials as required.

- 3.1.1. Mask, protect, or remove all chrome, glass, lighting equipment, and any other vehicle components or accessories that could be damaged while making repairs.
- 3.1.2. Protect mechanical, hydraulic, or any attached lifting, hoisting, or other devices that could be damaged while making repairs to the vehicle.
- 3.1.3. Make all necessary adjustments; align doors, hood decks, trunks, fenders, or other body components such as hinges, latches, etc. that are not damaged but would require such labor to produce a finished job.
- 3.1.4. Align frame when structural or other damage has affected the alignment of same.
- 3.1.5. Align front and/or rear ends (caster, clamber, and toe-in, etc.) when collision damage has affected them.
- 3.1.6. Remove and replace all items furnished by the City as part of or supplemental to the Collision repair.
- 3.1.7. Reapply rust proofing and undercoating in any repaired areas which originally had this type of protection.
- 3.1.8. Recover seat(s), arm rest(s), headliner, etc. if so requested by Shop Supervisor originating the work.
- 3.1.9. Where applicable, reset and/or repair or restore any active or passive restraint systems such as seat and shoulder harnesses, air bag systems and/or ABS braking

systems to fully functional OEM new equipment factory standards.

3.1.10. Provide quotes on general refurbishment as requested.

3.2 QUOTES/ESTIMATES

All repairs shall be approved by the City in writing, in advance of work being performed. Prior to any repair, Service Provider and City's Facilities and Fleet Manager will conduct a "vehicle condition" report. Service Provider shall assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the City under the contract. Both parties will inspect to identify and describe the condition of the vehicle and list them on the estimate sheet. The estimate shall include:

3.2.1 Make, model and mileage of vehicle.

3.2.2 License plate number, VIN number and City unit number.

3.2.3 Itemized list of description of work to be performed.

3.2.4 Estimated number of labor hours of task.

3.2.5 Itemized list of parts and paint materials cost.

3.2.6 All incidentals or miscellaneous shop supplies and charges shall be included and priced accordingly.

3.2.7 Total Repair Estimate

3.2.8 If applicable, any recommendations for future repairs.

3.2.9 At least two (2) pictures of the damages.

3.3 PARTS

When performing repairs, the Vendor shall use parts which meet or exceed O.E.M. (Original Equipment Manufacturer) standards. The use of remanufactured, aftermarket, or fabricated parts is permitted with prior approval from the City. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed O.E.M. warranty standards. All damaged parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the City. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the City and request in writing permission for early disposal.

3.4 PAINT & REPLACEMENT OF GRAPHICS

The vendor shall use paint equal to the manufacturer's original finish per Original Equipment Manufacturers' (OEM) system where applicable. These services shall include but not be limited

to prime, paint, and clear coat. Primers shall be used on all body work reduced to base metal. The City has the right to require that the awarded Vendor, as a part of the cost estimate, replace factory OEM graphics, stripping, stenciling, etc. The graphics will be provided by the awarded Vendor.

The City will be responsible for the replacement of non-factory graphics, stripping, stenciling, etc.

3.5 REPAIR TIMES

The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work. Should an extension of this time period be needed, the Vendor shall request a Time Extension from the City immediately after the known delay. This Time Extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time Extensions shall only be granted for delivery delays in parts or changes in scope of work by the City. The Vendor will be assessed \$50 per day delay damages for unexcused delays for each business day that is past the estimated completion date. The total of such damages will be deducted from the Vendor's final invoice.

3.6 DELIVERY & STORAGE

The selected vendor(s) shall have the capability of delivering, towing, and storing vehicles and of providing both regular and emergency towing services. Regular towing services shall include the pickup of vehicles during normal business hours (8:00AM – 5:00PM) from the City of Doral's Fleet Maintenance Facility. In addition to such towing services, the Vendor shall have the ability to provide emergency towing services for vehicles which are deemed undrivable. These services shall be available twenty-four (24) hours a day, seven (7) days a week, at any location within the City. All vehicles shall be towed directly to the Vendor's repair shop.

While the vehicle is awaiting or being repaired, vehicle storage shall be provided. This storage shall be in a safe and secure location and shall be at no charge to the City.

Upon completion of the collision repair and body work services, the vendor may be requested to deliver the vehicles. These deliveries can only be made to City of Doral's Fleet Maintenance Facility during normal Fleet business hours (8:00AM – 5:00PM).

The Vendor, prior to returning repaired vehicles to the City, will thoroughly clean vehicles (exterior and interior) so the vehicle is free of dirt, road grime, body shop dust, and other foreign material, so that a proper inspection of the repairs can be performed and acceptance of the vehicle can be made. If needed, after the vehicle has been repaired the vehicle will be buffed to assure paint uniformity.

Upon delivery of the vehicle, all work will be inspected by the Fleet Services Manager or his designee before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor's expense according to industry standards.

3.7 WORK QUALITY/WARRANTY

The Vendor shall guarantee the work product against any and all defects in workmanship or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all structural procedures and repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair. The Vendor agrees to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended.

All painting must be guaranteed against fading or peeling for a period of three (3) years from the date of acceptance of the work by the City.

3.8 PERFORMANCE EVALUATION

If the awarded proposer(s) performance fails to meet the standards specified within the RFP and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Awarded proposer's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

3.9 METHOD OF ORDERING

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

3.10 PAYMENT

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

3.9.1 Payment withholding of partial or entire amount

3.9.2 Compensation as deemed acceptable by the City due to non-performance.

3.11 FACILITY, EQUIPMENT, AND STAFFING

The Vendor must have clean, complete modern facilities or access to such facilities with the machinery and equipment necessary to perform auto body repair services as required by this RFP to include but not limited to: body work and mechanical repair services, painting (providing fully protected paint bays/ovens), fiberglass work, spray-in liners, paint less/ dent less repair (PDR) work, frame repair to include unibody and full frame measuring and straightening systems, air conditioning repair (evacuating, recycling, recharging), air bag repair, ABS replacement/repair, and preparing and finishing miscellaneous items. The Vendor must also employ qualified auto body mechanics with experience in all aspects of auto body repairs. Additionally, the facility shall provide security in the form of a fenced, locked lot, or the inside of a secure building. The selected vendor(s) must have repair facilities located within a thirty (30) mile radius of the City of Doral

Fleet Maintenance Facility. The City reserves the right to perform a site visit to responding vendors' facilities prior to making an award if deemed desirable.

3.12 COST ESTIMATES/ PRICE QUOTATION

For each individual job, or work order, the award Vendor(s) shall provide a firm written price quote for needed repairs. This written price quote must be clear and legible and include the following: City's vehicle number, VIN number, start and completion times, labor hours and price per hour, and an itemized listing of replacement repair parts showing retail list price of each part less vendor's discount percentage. Quotes must include all fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as applicable and as provided by the Vendor's bid. Charges shall not be paid by the City's unless listed in the vendor's bid. The completed firm written price quote must be sent with a minimum of two (2) digital photos showing the vehicle damage via e-mail to the Facilities & Fleet Maintenance Department within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor.

SECTION 4

PROPOSAL SUBMITTAL REQUIREMENTS RFP No. 2020-28

THIS PROPOSAL IS SUBMITTED TO:

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

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer 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. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal 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) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Proposer has correlated the results of all such observations, examinations, investigations,

RESOLUTION No. 21-93

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS #2020-28 "COLLISION REPAIR AND BODY WORK SERVICES" TO THE TWO TOP FIRMS, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH WORLD MOTOR CORP AND ADVANCED BODY AND FRAME, INC FOR THE PROVISION OF COLLISION REPAIRS AND BODY WORK SERVICES FOR A PERIOD OF THREE (3) YEARS WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS FOR A TOTAL OF FIVE (5) YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposal No. 2020-28 (the "RFP") for Collision Repair and Body Work Services for Department's citywide on August 28, 2020, advertising on the City's Procurement website, on DemandStar, and Vendor Registry; and

WHEREAS, as a result of the advertisement, two (2) firms attended the Mandatory Pre-bid Meeting held on September 8, 2020 at the Police Headquarters and two (2) submittals were received and opened on September 29, 2020, with both firms meeting the minimum required criteria and

WHEREAS, the City's evaluation committee held a public meeting on January 19, 2021 (Phase I) where the committee scored and shortlisted both firms to proceed to phase II. Phase II was held on March 17, 2021 and the committee evaluated and scored/ranked the firms as follows: Advanced Body & Frame Inc. scored Two Hundred Sixty-three points and World Motor Corp. scored Two Hundred Eighty-eight points based on a 300-point system. A recommendation was made to award both firms, with World Motor Corp., the highest ranked firm as the primary awardee and Advanced Body & Frame Inc. as the secondary firm.

WHEREAS, Staff has recommended the City Council approve the results of RFP No. 2020-28 - Collision Repair and Body Work Services for Department's citywide to expend budgeted funds for these services from the Public Works Account No. 001.80005.500461 or most appropriate account as approved with the budget.

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

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

Section 2. Approval. The RFP No. 2020-28 hereby awarded both firms, World Motor Corp., ranked as the primary awardee and Advanced Body & Frame Inc. as the secondary firm.

Section 3. Authorization. The City Manager to enter into an agreement with World Motor Corp. and Advanced Body and Frame Inc. based on the outcome from the RFP No. 2020-28- Collision Repair and Body Work Services to Department's citywide with appropriate funds for a three (3) year period from the contract's effective date. Upon competition of the initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a total of five (5) years.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilman Claudia Mariaca	Yes
Councilwoman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of April, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY