

**RESOLUTION No. 10 – 148**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE COMPETITIVE BIDDING PROCESS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH MUNICIPAL PROCUREMENT SERVICES, INC. FOR THE PROVISION OF PROCUREMENT SERVICES IN AN AMOUNT NOT TO EXCEED BUDGET AMOUNTS ALLOCATED FOR PROCUREMENT SERVICES AND WITH THE OPTION OF RENEWAL FOR TWO (2) ONE (1) YEAR PERIODS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Doral seeks to continue its improvement of procurement procedures within the City; and

**WHEREAS**, the City Council through Resolution No. 09-177 awarded a contract to Municipal Procurement Services (MPS) for the provision of professional procurement services for the preparation and review of documentation in connection with, and the oversight of the process with respect to, specific competitive procurements by the City of Doral; and

**WHEREAS**, the City of Doral has been very pleased with the quality of services provided by MPS and would like to continue said services to enhance the procurement process; and

**WHEREAS**, Staff respectfully requests that the City Council waive the competitive bidding process and authorize the City Manager to negotiate and enter into an agreement with MPS for the provision of procurement services, as stated herein in Exhibit "A," in an amount not to exceed amounts allocated in the approved budget for procurement services and with the option of renewal for two (2) one (1) year periods; and

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

**Section 1.** The City Council of the City of Doral hereby waives the competitive bidding process and authorizes the City Manager to negotiate and enter into an agreement with MPS for the provision of procurement services, as stated herein in Exhibit "A," in an amount not to exceed the amounts in the approved budget allocated for procurement services and with the option of renewal for two (2) one (1) year periods.

**Section 2.** This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

The foregoing resolution was offered by Vice Mayor Van Name who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	No
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	No

PASSED and ADOPTED this 13<sup>th</sup> day of October, 2010.

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

ATTEST:

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JIMMY MORALES, ESQ., CITY ATTORNEY

**CONTRACT FOR PROCUREMENT SERVICES**

THIS CONTRACT made and entered in to as of the 1<sup>st</sup> day of October, 2010 by and between:

City of Doral  
8300 NW 53<sup>rd</sup> Street, Suite 100  
Doral, FL 33166  
(Hereinafter referred to as the "The City")

AND

Municipal Procurement Services, Inc.  
8004 N.W. 154<sup>th</sup> Street, Suite 151  
Miami Lakes, FL 33016  
(Hereinafter referred to as "the Contractor");

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

**ARTICLE 1**

1. **THE CONTRACT DOCUMENTS**  
This Contract.

**ARTICLE 2**

2. **SCOPE OF WORK**  
The Contractor shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for the preparation and review of documentation in connection with, and the oversight of the process with respect to, specific competitive procurements by the City of Doral.

**ARTICLE 3**

3. **CONTRACT SUM**  
The Contractor agrees to charge the City for its services at an hourly rate of \$155 per hour, in an aggregate amount not to exceed the amounts allocated for procurement services in the City's budget for the applicable fiscal year.

#### **ARTICLE 4**

##### **4. CONTRACT TIME**

This Contract shall expire on September 30, 2011, unless otherwise extended by mutual agreement of the parties hereto. The City shall have the right to renew this Contract on the same terms and conditions for two (2) one (1) year periods upon written notice to the Contractor, subject to annual budget allocations by the City Council.

#### **ARTICLE 5**

##### **5. INVOICING AND PAYMENT**

- 5.1 The Contractor will issue an invoice once a month for the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Contractor's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, together with any other supporting documentation as may be required by the Contract documents for approval.
- 5.3 The City may withhold, in whole or in part, payment to such extent as may be necessary to protect the City on account of:
  - 5.3.1 Defective work not remedied.
  - 5.3.2 Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
  - 5.3.3 Failure of the Contractor to make payment to subcontractor or suppliers for materials or labor.
  - 5.3.4 Damage to another contractor not remedied.
  - 5.3.5 Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
  - 5.3.6 Reasonable evidence that the work will not be completed within the Contract time.

#### **ARTICLE 6**

##### **6. INSURANCE**

- 6.1 Prior to commencing any work, the Contractor shall provide the City with certified copies of all insurance policies providing coverage as required.

- 6.2 The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of agreement the policy or policies of insurance required below.
- 6.3 The Contractor shall, if applicable, have and furnish Workers' Compensation Insurance and Employers Liability in the limits to comply with the Florida Statutes.
- 6.4 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 6.5 Professional Liability: The Contractor shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 6.6 The Contractor shall indemnify, defend, save and hold harmless the City, its officers, employees and agents from any and all losses, claims, damages, liabilities, and expenses, direct, indirect or consequential due to any claim arising from or out the contract work, and shall have the same approved by the City prior to the signing of the contract. Proper certificates of such coverage shall be filed with the City at the time of the contract signing.

#### **ARTICLE 7**

7. **ASSIGNMENT**

This Agreement shall not be assignable by the Contractor.

#### **ARTICLE 8**

8. **PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit secure this Contract, 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 Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

#### **ARTICLE 9**

9. **TERMINATION**

This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Contractor upon 30 days' written notice with or without cause. If this Contract is terminated, the Contractor shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

**ARTICLE 10**

10. **NONEXCLUSIVE AGREEMENT**

The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

**ARTICLE 11**

11. **ENTIRE AGREEMENT**

This Contract, together with all pertinent documentation including bid specifications and related materials shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

**ARTICLE 12**

12. **ATTORNEY'S FEES**

In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

**ARTICLE 13**

13. **NOTICES**

All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addresses as follows:

City:	Yvonne Soler-McKinley City Manager City of Doral 8300 NW 53 Street, Suite 100 Doral, FL 33166
With a copy to:	Jimmy L. Morales, Esq. City Attorney Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Miami, FL 33130

Barbara Herrera  
City Clerk  
City of Doral  
8300 NW 53 Street, Suite 100  
Doral, FL 33166

Contractor: Municipal Procurement Services, Inc  
Jorge Forte, President  
8004 N.W. Street, Suite 151  
Miami Lakes, FL 33016

#### **ARTICLE 14**

14. **GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of Florida. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to services provided hereunder.

#### **ARTICLE 15**

15. **INDEPENDENT CONTRACTOR**

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

#### **ARTICLE 16**

16. **NONDISCRIMINATION**

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

#### **ARTICLE 17**

17. **OWNERSHIP AND ACCESS TO RECORDS AND AUDITS**

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement. The City may cancel this Agreement for refusal



by the Contractor 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract Upon the terms and conditions above stated on the day and year first above written.

Contractor:

Municipal Procurement Services, Inc  
8004 N.W. 154<sup>th</sup> Street, Suite 151  
Miami Lakes, FL 33016

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

Jorge Forte  
President

Attest: \_\_\_\_\_

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

Jimmy L. Morales  
City Attorney

Attest: \_\_\_\_\_

City:

City of Doral  
8300 NW 53 Street, Suite 100  
Doral, FL 33166

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

Yvonne Soler-McKinley  
City Manager

Attest: \_\_\_\_\_

Barbara Herrera  
City Clerk