

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
CAR WORLD PAINT AND BODY
SHOP, INC.FOR
COLLISION REPAIR AND BODY WORK SERVICES**

THIS AGREEMENT is entered into between **Car World Paint and Body Shop, Inc.**, an active, Corporation (the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation (hereinafter the "City").

RECITALS

WHEREAS, on August 12, 2026 Council Meeting, the City Council of the City of Doral approved Resolution No. 26-153 approving the ranking of Car World Paint and Body Shop, Inc. as a top ranked proposer to Request for Proposal No. 2026-08 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. 2026-08 – Car World Paint and Body Shop, Inc.*, 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. 2026-08 for Collision Repair and Body Work Services, and Providers Response dated May 4, 2026 at the rates 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 special 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 special 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:	Zeida Sardinas City Manager City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
With a Copy to:	Lorenzo Cobiella, Esq. City Attorney City of Doral, Florida 8401 NW 53rd Terrace Doral, Florida 33166
For the Provider:	Car World Paint and Body Shop, Inc. Bladimir Marrero President 7990 NW 64th Street Miami, Florida 33166 Phone: 305-592-3777

With a Copy to: Car World Paint and Body Shop,
Inc.
Christopher Marrero
Manager
7990 NW 64th Street
Miami, Florida 33166
Phone: 305-308-0480
info@carworldpaint.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 Maieure

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 ranked 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 the City is under no obligation to refer work to Provider and has no obligations to Provider except as set forth 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: 

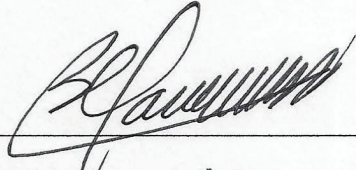
Zeida Sardinas, City Manager

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



Lorenzo Cobiella, Esq.
City Attorney

Car World Paint and Body Shop

By: 

Its: Bladimir Marrevo
Date: 8/13/24

CITY OF DORAL



Request for Proposals

Collision Repair and Body Work Services

Submission Due Date: Friday, May 1, 2026, at 2:00 pm

RFP No. 2026-08

**Procurement and Asset Management Director:
ROMAN MARTINEZ, MPA, CPPO, CPPB**

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Respondents are responsible for reviewing all information related to this Solicitation, including information presented at the conference. By submitting a Proposal, the Proposer certifies that it is sufficiently familiar with the facilities, work requirements, and all conditions that may affect contract performance.

1.1.5 Cone of Silence Policy and Contact Information

This Solicitation is subject to the “Cone of Silence”. Accordingly, all questions or comments regarding this Solicitation must be made in writing using the OpenGov platform. No e-mails or phone calls will be accepted in reference to this Solicitation. If it becomes necessary to provide additional clarifying information that revises any part of this Solicitation, supplements or revisions will be made available via a written addendum posted on OpenGov.

1.1.6 Method and Deadline for Submittal

Responses must be submitted electronically through OpenGov by the date and time stated above. The responsibility for submitting a Response before the stated time and date is solely and strictly that of the Respondent. The City is not responsible for any delayed, lost, late, misdelivered, or non-delivered Responses, no matter the cause. Any Responses received after the due date and time specified will not be considered.

Solicitation documents, addenda, and notices for this Solicitation can be viewed and downloaded through OpenGov. Interested parties must register with OpenGov to receive automatic notifications of addenda or notices related to this Solicitation.

The City reserves the right to accept any Response deemed in its best interest, to waive minor irregularities, omissions, deviations, or technicalities, and to reject any or all Responses and re-advertise, as permitted by Florida Statutes, the City Charter, and the City Code. Minor issues may be corrected at the City’s discretion; however, material deficiencies, missing mandatory information, or failure to meet basic requirements may result in disqualification.

2. SCOPE OF WORK

2.1 Technical Specifications

2.1.1. Statement of Need/Objectives

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 vendors 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 two (2) or more of the top ranked Proposers.

The City, on an as needed basis, may periodically issue additional specific projects and assignments to the selected Proposers. The selected Proposers shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines.

2.1.2 Qualifications and Experience

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications: 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. The Proposer must provide references with the organization names, addresses, telephone numbers and contact names of a minimum of three (3) agencies where similar procurement & services were successfully provided, with public agencies being a plus.

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 vehicle repair services for the same amount of time.

The Proposer must have a minimum of five (5) years of experience in operating a vehicle repair center. Experience with insurance companies is a plus as that is where most cost estimates will derive from. 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.

Failure to meet the above-stated mandatory minimum qualifications will result in the Respondent's submittal being disqualified as non-responsive. The City may consider a Response responsive where a Respondent has less than the stipulated minimum number of years of experience, solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent's firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of their Response for the City to consider crediting the years of experience from the Respondent under its previous name, if applicable.

Respondents must show proof of meeting these minimum qualifications and should do so by the completion of the forms included in Vendor Response section. Respondents must also identify at least one (1) reference for each project/contract identified to substantiate specified experience, as required in Vendor Response section. It is the responsibility of the Respondent to ascertain that the reference/contact person will be responsive. Supporting references must include the company name or governmental agency, the contact person's telephone number, and email address. It is the responsibility of the Respondent to ascertain that the contact person will be responsive.

Respondents must provide a letter identifying all government entities, if any, for whom they have entered into agreements to provide instruction.

2.1.3. Pricing Methodology

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.

2.1.4. Scope of Work for Collision Repair and Body Work Services

The City of Doral, FL is seeking qualified vendors to provide comprehensive collision repair and body work services for its fleet of vehicles. The selected vendor(s) will be responsible for performing high-quality repairs to restore vehicles to their pre-accident condition. This includes, but is not limited to, bodywork, painting, frame straightening, and mechanical repairs as necessary. The goal is to ensure that all vehicles are safe, fully functional, and aesthetically restored to their original state.

Detailed Specifications

The vendor shall adhere to the following detailed specifications and standards for collision repair and body work services:

Assessment and Estimation:

Conduct a thorough assessment of the vehicle to identify all damages.

Provide a detailed written estimate of the repair costs, including parts, labor, and any additional services required.

Use industry-standard software for estimating repair costs (e.g., CCC ONE, Mitchell, or Audatex).

Body Work:

Repair or replace damaged body panels, bumpers, and other exterior components.

Ensure all bodywork is performed to OEM (Original Equipment Manufacturer) standards.

Utilize high-quality materials and parts that meet or exceed OEM specifications.

Frame Straightening:

Use computerized frame measuring systems to ensure precise alignment and structural integrity.

Perform frame straightening to OEM specifications.

Painting:

Match paint color to the vehicle's original color using computerized paint matching systems.

Apply paint in a controlled environment to prevent contamination and ensure a high-quality finish.

2.1.3. Pricing Methodology

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.

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Utilize high-quality materials and parts that meet or exceed OEM specifications.

Frame Straightening:

Use computerized frame measuring systems to ensure precise alignment and structural integrity.

Perform frame straightening to OEM specifications.

Painting:

Match paint color to the vehicle's original color using computerized paint matching systems.

Apply paint in a controlled environment to prevent contamination and ensure a high-quality finish.

Use environmentally friendly, water-based paints whenever possible.

Mechanical Repairs:

Perform necessary mechanical repairs related to the collision, including suspension, steering, and braking systems.

Ensure all mechanical repairs meet or exceed OEM standards.

Quality Control:

Conduct a thorough quality control inspection upon completion of repairs to ensure all work meets the required standards.

Provide a written warranty for all repairs, covering workmanship and materials for a minimum of 12 months or 12,000 miles, whichever comes first.

Service Requirements

The vendor shall meet the following service requirements:

Certification and Training:

- Technicians must be certified by recognized industry organizations such as ASE (Automotive Service Excellence) or I-CAR (Inter-Industry Conference on Auto Collision Repair).
- Provide ongoing training for technicians to stay current with industry standards and advancements.

Insurance and Licensing:

- Maintain all necessary licenses and permits required to operate a collision repair facility in the State of Florida.
- Carry adequate insurance coverage, including general liability, workers' compensation, and garage keepers' liability insurance.

Customer Service:

- Provide a single point of contact for all communications related to the repair process.
- Offer regular updates on the status of repairs, including any changes to the estimated completion date.
- Ensure a high level of customer service and satisfaction throughout the repair process.

Facility Requirements:

- Maintain a clean, organized, and secure facility equipped with modern tools and equipment.
- Have the capability to handle multiple vehicles simultaneously to ensure timely completion of repairs.

Delivery Requirements

The vendor shall adhere to the following delivery requirements:

Turnaround Time:

- Prioritization of City vehicles, awarded vendors will prioritize City vehicles in efforts to provide a quicker turnaround time.
- Complete all repairs within a reasonable timeframe, not to exceed 30 calendar days from the date of vehicle drop-off, unless otherwise agreed upon in writing.
- Provide an estimated completion date at the time of vehicle drop-off and notify the City of Doral immediately of any delays.

Pick-Up and Delivery:

- Offer pick-up and delivery services for vehicles to and from the City of Doral's designated locations.
- Ensure all vehicles are returned in a clean and presentable condition.

Documentation:

- Provide detailed documentation of all repairs performed, including parts used, labor hours, and any additional services rendered.
- Include before and after photos of the vehicle as part of the documentation.

Compliance with Standards

The vendor shall comply with all relevant standards and regulations, including but not limited to:

- 1 OEM repair procedures and guidelines.
- 2 ASE and I-CAR certification standards.
- 3 Environmental regulations related to the use and disposal of hazardous materials.
- 4 State and local regulations governing collision repair facilities.

Evaluation Criteria

The City of Doral will evaluate proposals based on the following criteria:

- (2) Experience and qualifications of the vendor and its technicians.
- (3) Quality of past performance and references.
- (4) Compliance with the detailed specifications and service requirements outlined in this scope of work.
- (5) Proposed pricing and overall value.
- (6) Ability to meet delivery requirements and turnaround times.

By submitting a proposal, the vendor agrees to comply with all terms and conditions outlined in this scope of work. The City of Doral reserves the right to reject any or all proposals, waive any informalities or

irregularities, and accept the proposal deemed to be in the best interest of the City.

Pricing Proposal

No pricing table has been provided.

3. MINIMUM INSURANCE REQUIREMENTS

3.1. MINIMUM INSURANCE REQUIREMENTS

3.1.1.1 Commercial General Liability

Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence Policy	\$2,000,000
Aggregate	\$2,000,000
Personal & Advertising Injury Products	\$1,000,000
& Completed Operations	\$2,000,000

Endorsements Required
City of Doral listed as an additional insured

3.1.2 Business Automobile Liability

Limits of Liability	
Bodily Injury & Property Damage Liability Combined	
Single Limit	
Any Auto/Owned Autos or Scheduled Autos Including	
Hired and Non-Owned Autos	
Any One Accident \$1,000,000 Garage Keepers' Liability – Per	
Vehicle \$100,000	

Endorsements Required
City of Doral listed as an additional insured

3.1.3. Workers Compensation

Statutory- State of Florida

Employer's Liability

Limits of Liability	
Bodily Injury Caused by an Accident, Each Accident Bodily	
Injury Caused by Disease, Each Employee Bodily Injury	\$1,000,000
Caused by Disease, Policy Limit	\$1,000,000

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

3.1.4. 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.

3.1.5. Subcontractors' Compliance

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

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

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 or alternative insurance in order to meet the full value of the scope of services.

At time of award, 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.

4. RESPONSE REQUIREMENTS

4.1. Required Forms & Certifications

Interested Respondents will submit the following forms in the exact sequence provided, including insertion of documents where specified. The following materials are considered essential and non-waivable for any response to this solicitation.

- (1) The required forms are attached to this Solicitation as Section 6, and are inclusive of the following:
 - Business Entity Affidavit
 - Certificate of Authority
 - Proposer Qualification Statement

- List of Proposed Subcontractors (If applicable)
- Affidavit Regarding Unauthorized Aliens Under 448.085, Florida Statutes
- Bidder Affirmation
- Conflict of Interest Disclosure Form
- Required Affidavit Regarding the Use of Coercion for Labor and Services
- Public Entity Crimes
- Performance Evaluation Survey (References)
- Pricing Proposal

(2) The required confirmation questions to this Solicitation as Section 6, and are inclusive of the following:

- Compliance with Foreign Entity Laws
- Disability Non-Discrimination & Equal Employment Opportunity
- Conformance with OSHA Standards
- E-Verify Program Affidavit
- No Contingency Affidavit
- Copeland “Anti-Kickback” Act Affidavit
- Non-Collusion Affidavit
- Drug Free Workplace Program
- Cone of Silence Certification

4.2. Technical Response Requirements

4.2.1. Understanding of the Project

- A. Provide a concise narrative describing your understanding of the City’s needs, goals, and objectives as they relate to the Scope of Work.

4.2.2. Proposed Approach and Methodology

- 2 Outline your overall approach to fulfilling the Scope of Work, including:

4.2.3. Relevant Experience and Capabilities

- 2 Explain how your prior work and organizational experience are relevant to the services required, especially in:
- 3 Provide examples of past projects of similar scope, scale, and participant demographics.

4.2.4. Facilities, Technology, and Resources

- 3 Identify the facilities, equipment, and resources your organization will provide to support program operations, including safety equipment, instructional materials, and communication tools.

- 4 Describe technological capabilities for:

4.2.5. Quality, Compliance, and Innovation

- 3 Describe your quality control processes to ensure all services meet or exceed the standards outlined in the Scope of Work.
- 4 Provide your plan for complying with all applicable laws, certifications, and program quality assessments as conducted by the City.
- 5 Identify any innovative program enhancements, alternate instructional methods, or value-added solutions.

4.2.6. Risk Management

- 3 Describe your approach to identifying and mitigating risks related to:
- 4 Include contingency plans to ensure uninterrupted services during the contract term.

4.3. Staffing & Qualifications

Respondents must provide documentation demonstrating their ability to meet the minimum qualifications and deliver the services described in the Scope of Work. Responses should address both the firm's overall qualifications and the qualifications of key individuals assigned to this project.

4.3.1. Firm Qualifications

1. Indicate the number of years the firm has provided services similar in nature and scope to the services described in the Scope of Work.
2. Provide examples of past relationships with public agencies, municipalities, or programs of comparable size and service requirements.
3. Identify any additional capabilities or resources that could be offered to improve services.
4. Provide copies of all applicable licenses and certifications.
5. Provide copies of all small/minority/veteran business certifications.

4.3.2. Project Manager/Program Lead

- o Identify the individual who will serve as the primary point of contact for the City.
- o Provide a summary of their relevant experience.
- o Include applicable certifications.

4.4. References and Past Performance

The "Performance Evaluation Survey" form is provided in Vendor Response section of this Solicitation. Respondents must provide this form to their references for completion. A minimum of three (3) current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

The City may use the completed survey forms to evaluate each Respondent's past performance. The City may also independently verify the information provided, review consumer affairs or complaint records, contact references directly, and obtain any other information it deems necessary to assess a Respondent's qualifications and ability to perform.

The City, in its sole discretion, will determine whether a Respondent is qualified. Submission of a Response constitutes acknowledgment of and consent to this evaluation process.

4.5. Financial Stability Documentation

Demonstrate your firm's financial soundness and history of meeting financial obligations.

Financial Stability. Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to:

2. Fulfill the implicit and explicit contractual obligations identified in this Solicitation and
3. Provide the level of services required by the specifications that result from the Solicitation process.

The following documentation is required to be submitted with your response to this solicitation, or your response may be disqualified.

REQUIRED FOR ALL RESPONSES: Dun & Bradstreet Report

4.5.1. Dun & Bradstreet Report

All Respondents are required to provide a current Dun & Bradstreet (D&B) Business Information Report for their company as part of their submission. This report will be used by the City to evaluate the proposer's financial stability and capacity to undertake additional services.

The Dun & Bradstreet report must:

- 4.5.1.1. Be ordered, paid for, and obtained directly by the proposer.
- 4.5.1.2. Reflect the proposer's most recent financial information available.
- 4.5.1.3. Be included in the proposer's submittal package to the City.

5. EVALUATION CRITERIA AND METHODOLOGY

5.2. Evaluation Process Overview

5.1.1. Preliminary Review

Procurement staff will review all Responses to confirm compliance with the submission requirements for this Solicitation. Non-compliant Responses may be deemed non-responsive and excluded from further consideration.

5.1.2. Phase I – Committee Evaluation

An Evaluation Committee ("Committee"), appointed by the City Manager, will evaluate each responsive Response in accordance with the requirements of this RFP. The Committee will consist of at least three (3) but no more than five (5) members. The Committee may rank all responsive firms and, at its discretion, shortlist the highest-ranked firms for Phase II evaluation.

5.1.3. Phase II – Oral Presentations/Interviews (If Conducted)

The Committee may interview all Respondents or only the shortlisted firms. After the interviews are completed, the committee may adjust its rankings. The City may also determine that interviews are not necessary and proceed with award recommendations based solely on Phase I evaluations. Procurement staff will compile the Committee's final scores/rankings and forward them to the City Manager.

5.1.4. City Manager Review

- A. The Procurement Department will prepare a memorandum addressed to the City Manager providing the Evaluation Committee's recommendation. The City Manager will review the Committee's scores and rankings along with the administrative review by Procurement staff. In the City's best interest, the City Manager may:

5.1.4.1. Recommend award to City Council.

5.1.4.2. Reject the Committee's scoring in whole or in part.

5.1.4.3. Direct the Committee to re-evaluate.

5.1.4.4. Reject all Responses.

5.1.5. Final Award

The final award is subject to City Council approval. The City is the sole judge of its best interests and reserves the right to reject all Responses at its sole discretion. The City's decision will be final.

In the event the awarded firm fails to execute the agreement or perform services after award, the City of Doral reserves the right to negotiate and execute a contract with the next most qualified firm, as determined during the original selection process, without further solicitation.

5.2. Scoring Criteria & Weights

Responses will be evaluated by the Committee according to the following criteria and their respective weights. The Committee will score using a 0-5 rating scale to determine the points awarded for each of the following criteria:

Interviews/Oral Presentations: 25 points

Rating Scale

1. - Non-Responsive / Unacceptable

Proposal fails to address the criterion, contains major deficiencies, or is non-compliant. Cannot be awarded points.

2. - Poor

The proposal minimally addresses the criterion. Significant weaknesses or gaps exist, and it is unlikely to meet the requirements.

3. - Fair

The proposal addresses some aspects of the criterion, but is incomplete or unclear. Weaknesses outweigh strengths, and there is limited confidence in successful performance.

4. - Satisfactory / Acceptable

The proposal adequately addresses the criterion. Its strengths and weaknesses are balanced. It meets the minimum requirements with moderate confidence in success.

5. **– Good**

The proposal fully addresses the criterion with meaningful strengths. Minor weaknesses may exist, but overall, the response is thorough, clear, and demonstrates above-average capability.

6. **– Excellent / Outstanding**

The proposal completely and convincingly addresses the criterion. It demonstrates exceptional strengths, innovation, or value. There are no significant weaknesses, which provides high confidence in successful performance.

Extra Points:

Following the completion of the allocation of points by the committee, points will be added for the following criteria:

Respondent provided proof of certification showing it is a certified veteran business enterprise or certified service-disabled veteran business enterprise, as defined in City of Doral Code Section 2-324			5 points
No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Relevant Project Experience	Points Based	30 (30% of Total)
2.	Technical Resources, Capabilities and Proximity	Points Based	25 (25% of Total)
3.	Staff Experience, Organization, and Facility	Points Based	25 (25% of Total)
4.	References	Points Based	10 (10% of Total)
5.	Proposed Fees to the City	Points Based	10 (10% of Total)

5.3. Oral Presentations/Interviews (if applicable)

The City will make every reasonable effort to complete evaluations and rankings based solely on the written responses submitted, to avoid unnecessary expense to both the City and Respondents. Oral Presentations/Interviews are not automatically scheduled for this RFP. The Evaluation Committee has the sole responsibility to determine if oral presentations or interviews are necessary to clarify or expand upon the information in the written submittals. The City may schedule them with either all Respondents or a shortlisted group, at its sole discretion.

Interviews may be conducted **in person at a City facility or via a secure online meeting platform**, as determined by the City. The City will provide reasonable advance notice of the format, schedule, and any technical requirements.

Oral presentations/interviews are exempt from the public meeting requirements pursuant to **Section 286.011, Florida Statutes**, but will be recorded for public record purposes in accordance with **Section 119.07(1), Florida Statutes**, as amended.

Participation in interviews is at the Respondent's expense. Respondents should ensure that proposed key personnel, including any staff identified in the response as critical to the project's success, are available to participate if interviews are requested. Failure to participate in an interview when requested may result in a determination that the Response is non-responsive.

6. GENERAL DEFINITIONS AND SOLICITATION TERMS AND CONDITIONS

6.1. General Definitions

- (1) "Authorized Representative" means the Department contact for interaction regarding contract administration.
- (2) "City" means the City of Doral, a duly organized municipality under the laws of the State of Florida. This term may also refer to one of the various departments or agencies of the City of Doral, as the context indicates.
- (3) "Contract" means the contractual agreement ultimately entered into by the City and the Successful Respondent(s) in accordance with the terms of this Solicitation and applicable laws.
- (4) "Department(s)" means the City department(s) and offices for which this solicitation is prepared, which will be the end user(s) of the goods and/or services sought.
- (5) "Procurement Division" means the office responsible for handling procurement-related matters within the City.
- (6) "Respondent(s)": means any person, individual, or entity submitting a response to this solicitation. The terms "Proposer" and "Bidder" are each interchangeable with "Respondent" and with each other and will be used as appropriate in the given context.
- (7) "Response(s)" means the written, sealed document submitted by the Respondent(s) according to the instructions set forth in this Solicitation. A response to this Solicitation will not include any verbal interactions with the City apart from submission of a formal written submittal. The terms "Proposal" and "Bid" are each interchangeable with "Response" and with each other will be used as appropriate in the given context.
- (8) "Solicitation" means this formal request to solicit Responses from responsible and responsive Respondents for the scope and specifications set forth herein. The terms "Invitation to Bid", "Request for Qualifications", "Request for Proposals", and the like are each interchangeable with "Solicitation" and will be used as appropriate in the given context.
- (9) "Successful Respondent(s)" means the Respondent(s) whose response to this Solicitation is deemed by the City to be in the City's best interest and is awarded a contract in accordance with the terms of this Solicitation. The terms "Successful Proposer", "Successful Bidder", "Consultant", "Provider", or

“Contractor” are each interchangeable with “Successful Respondent” and will be used as appropriate in the given context.

- (10) “Work” means the actual task (i.e., goods and/or services to be provided) contemplated by this Solicitation and required in accordance with the terms of the Contract.

6.2. General Terms and Conditions

6.2.1. Anti-Trust/Non-Exclusivity

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

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

6.2.2. Assignment or Transfer

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

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

6.2.3. Attorney Fees

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

6.2.4. Audit Rights and Records Retention

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

6.2.5. Basis of Award

The City intends to award a Contract to a highly qualified Respondent whose proposal is responsive and whose firm is determined to be responsible, offering the best combination of qualifications, experience, and value, as outlined in this RFP and the evaluation criteria, and in the best interest of the City as determined at the City’s sole discretion.

6.2.6. Brand Names

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

6.2.7. Capital and Other Expenditures

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

6.2.8. City Property

Unless explicitly provided otherwise in this Solicitation, property owned by the City which may be furnished for repair, modification, study, etc., will remain the property of the City.

The Successful Respondent will be liable for all damages to City-owned property occurring while in the Successful Respondent's possession. Damages occurring to such property while en route to the City will be the responsibility of the Successful Respondent.

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

Where a Successful Respondent is required to enter onto City real property to deliver materials or to perform work or services in connection with a Contract, the Successful Respondent will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required.

The Successful Respondent will be liable for any damages or loss to the City occasioned by negligence of the Successful Respondent (or its agents, representatives, or invitees).

6.2.9. City Rights as Sovereign

Notwithstanding any language contained in this Solicitation or subsequent Contract, the Successful Respondent understands that the City retains all of its sovereign prerogatives and rights as a municipality under applicable laws, including, but not limited to, any regulatory authority and approvals.

Neither the issuance of this Solicitation nor any subsequent Contract will constitute a waiver of the City's rights as sovereign.

In no event will the City have any obligations or liabilities to the Successful Respondent under the Contract or otherwise on account of the City's exercise of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a municipal government.

6.2.10. Clarifications and Addenda

Questions regarding this Solicitation will be directed in writing through the OpenGov platform. Answers will be issued simultaneously to all registered Respondents. If it becomes evident that this Solicitation must be amended, the City will issue a formal written addendum to all registered Respondent(s) through the OpenGov platform.

No person is authorized to give oral interpretations of, or make oral changes to, the Solicitation. The issuance of a written addendum will be the only official method by which such a clarification is made. Only questions answered by written addenda will be binding.

Addenda – The Procurement Division may publish Addenda, which change, add to, or clarify the terms,

provisions, or requirements of the solicitation. The Respondent must not rely on any representation, statement, or explanation, whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict within the Solicitation and any changes, the last information published will prevail.

It is the Respondents' responsibility to ensure they have reviewed all information, including answers to questions, and considered all information in preparation of their response to the Solicitation. Failure to acknowledge review of all information may cause their Submittal Package to be deemed non-responsive and not be considered for award.

6.2.11. Collusion

Where two (2) or more related parties, as defined herein, each submit a Response to this Solicitation, such Responses will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such solicitation. Related parties will mean employees, officers, or the principals thereof who have a direct or indirect ownership interest in another firm, or in which a parent company or the principals thereof of one Respondent have a direct or indirect ownership interest in another Respondent, for the same Project. Responses found to be collusive, or related as provided above, will be rejected. The City reserves the right to disqualify any Respondent during any phase of the Solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent or Contractor.

6.2.12. Confidentiality

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law (Florida Statute Chapter 119). If the Contract contains a confidentiality provision, it will not apply when disclosure is required by Florida law or upon court order.

6.2.13. Conflicts and Order of Precedence

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

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

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

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

6.2.14. Contract Amendments

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

6.2.15. Contract Interpretation and Construction

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

Miscellaneous items and accessories that are not explicitly mentioned but are essential to produce a complete and properly operating product providing the function indicated will be furnished and installed without change in the contract price. Such miscellaneous items and accessories will be of the same quality standards, including material, style, finish, strength, class, weight, or other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and will be approved by the City before installation. The above requirement is not intended to include major components not covered by or inferable from the Response and Contract specifications.

6.2.16. Compliance With Applicable Laws

Successful Respondent(s) will comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this Solicitation and subsequent Contract. The Respondent's lack of knowledge will in no way be a cause for relief. Respondents must be legally authorized to transact business in the State of Florida. All references to Florida Statutes, City of Doral, and Miami-Dade County Charter and Codes, as well as other laws/regulations, will be interpreted to include "as amended from time to time."

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

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

6.2.17. Compliance with Occupational Health and Safety Act (OSHA) Standards

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

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

6.2.18. Cone of Silence

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

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

The Cone of Silence will not apply to:

1. Communications with the City Attorney.
2. Oral presentations before evaluation committees.
3. Public presentations made to the City Council during any duly noticed public meeting.
4. Written communications regarding a particular Solicitation between a potential Respondent and the City’s Procurement Division, provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation.
5. Duly noticed site visits to determine the competence of Respondents regarding a particular solicitation during the period between the opening of Responses and the time the City Manager makes his or her written recommendation.
6. Any emergency procurement of goods or services pursuant to City Code.
7. Responses to the City’s request for clarification or additional information.
8. Contract negotiations during any duly noticed public meeting.

9. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto are in writing or made at a duly noticed public meeting.

Please contact the City Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a Respondent will render any award of this Solicitation to said Respondent voidable by the City Manager or Council.

6.2.19. Conflict of Interest

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

Respondent must complete and execute the Business Entity Affidavit form.

6.2.20. Contract Award and Negotiation

The City will negotiate a Contract with the selected firm(s) pursuant to City Council approval. The awarded firm(s) must execute the Contract within ten (10) days after receiving notice of award from the City. If the City is unable to successfully negotiate a Contract with the highest-ranked firm, it may enter into negotiations with the next highest-ranked firm, and so on, until a Contract is executed.

The City reserves the right to negotiate any terms in the manner it determines to be in its best interest, including, without limitation, contract terms, pricing, and other requirements and obligations. Any subcontracts, sponsorship agreements, promotion contracts, or other contractual arrangements related to the project shall be subject to the terms of the resulting Contract.

6.2.21. Delivery

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

Goods or material(s) delivered to the City pursuant to this Solicitation and resultant Contract will remain the property of the Successful Respondent until accepted to the satisfaction of the City. In the event goods or materials delivered to the City are found to be defective or do not conform to specifications, the City reserves the right to reject or return the same to the Successful Respondent at the Successful Respondent's expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned, and the City will have

the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

6.2.22. Disputes

If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Successful Respondent and the City department responsible for the administration of the Contract will make a good-faith effort to resolve the dispute. If the dispute cannot be resolved by mutual agreement, then the City Attorney will resolve the dispute and send a written copy of its decision to the Successful Respondent, which will be binding on both parties. The City reserves the right not to award or to reject Responses from vendors that are currently in litigation with the City or as a result of any prior lawsuit with the City.

6.2.23. Employees

The Successful Respondent will be responsible for the appearance of all working on-site personnel assigned to the work in connection with the Contract (clean and appropriately dressed). On-site personnel must be able to always supply proper identification.

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

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

6.2.24. Equal Employment Opportunity

The Respondent will 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 will 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.

6.2.25. Examination Prior to Submission

Respondents must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of this Solicitation, Respondents may request clarification by written request to the Procurement Division.

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

6.2.26. Exceptions

Exceptions to the specifications shall be listed in the Response, and the section shall be referenced, and details of the exception shall be provided. Any exceptions to the material provisions of this Solicitation, as determined by the City in its sole discretion, may cause the proposal to be considered non-responsive.

6.2.27. Extensions

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

6.2.28. Fraud and Misrepresentation

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, or omission of any material fact, may be debarred in accordance with the applicable provisions of the City Code. The City may, as a further sanction, terminate or cancel any other Contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation.

6.2.29. Governing Law and Venue

The validity and effect of the Contract will be governed by the laws of the State of Florida. The Successful Respondent agrees that any action, mediation, or arbitration arising out of the Solicitation or Contract will take place in Miami-Dade County, Florida.

6.2.30. Identical (Tie) Responses

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

6.2.31. Incurred Expenses

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

6.2.32. Indemnification

The Successful Respondent granted a Contract with the City as a result of this Solicitation will indemnify and hold harmless the City, its officers, agents, directors, and employees, from liabilities, damages, losses, and costs, including, but not limited to all reasonable attorney's fees and costs, to the extent caused by the error, omission, negligence, recklessness or intentional misconduct of the Successful Respondent or its agents, employees, or subcontractors or consultants, arising out of or in connection with this Solicitation or the Contract. These indemnifications will survive the term of the Contract. In the event that any action or proceeding is brought against City by reason of any such claim or demand, the Successful Respondent will, upon written notice from City, resist and defend such action or proceeding by counsel satisfactory to City. The Successful Respondent expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Respondent will in no way limit the responsibility to

indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

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

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

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

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

The Successful Respondent agrees and recognizes that the City shall not be held liable for claims liabilities damages, losses or costs arising directly from Acts of God or Force Majeure events, which shall include floods, hurricanes, tornadoes, earthquakes, lightning, fires epidemics, pandemics, quarantine restrictions, usually severe weather conditions, acts of public enemies, war, blockade, riots, civil disturbances, freight embargoes, or other similar events beyond the reasonable control of the City.

Successful Respondent warrants that there has been no violation of copyrights or patent rights in submitting its Response or providing the goods or services requested by this Solicitation. The Successful Respondent will 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. Successful Respondent will, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Successful Respondent will pay all damages and costs awarded against the City.

6.2.33. Inspection of Project Records

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

6.2.34. Insurance Requirements

The awarded Proposer will provide and maintain (and cause its subcontractors, if any, to provide and maintain) throughout the term of the awarded contract, the insurance policies and coverages set forth in the attached and incorporated Exhibit B. Prior to execution of the contract, and any time thereafter that the City may request, the awarded Proposer 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. The City reserves the right to require additional insurance in order to meet the full value of the scope of services. 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. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of the Contract, 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 Contract or extension hereunder is in effect.

6.2.35. Licensing

Successful Respondent must provide a copy of its occupational/business license and State of Florida business registration prior to award. 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 the Response submittal or termination of the Contract after award. Pursuant to section 607.1503(1), Florida Statutes, out-of-state corporations must obtain a Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida.

6.2.36. No Partnership or Joint Venture

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

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

6.2.37. Notice

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

6.2.38. Preparation of Response

Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the Solicitation. Responses will include all of the information and forms required by this Solicitation. Failure to utilize the City's forms, or fully complete said forms, may result in the Response being deemed non-responsive. The Respondent will be considered non-responsive if its Response is conditioned on modifications, changes, or revisions to the terms and conditions of the Solicitation.

6.2.39. Prohibition Against Considering Social, Political, or Ideological Interests

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

6.2.40. Protests

Protests of Solicitations and awards must be submitted and resolved pursuant to City Code Section 2-338. Protests failing to meet all the filing requirements will NOT be accepted. Failure of a party to file in a timely manner will constitute a forfeiture of such party's right to file a protest. NO EXCEPTIONS WILL BE MADE.

6.2.41. Public Entity Crimes

Under Section 287.133, Florida Statutes, a person or vendor (Respondent) is placed on the State of Florida's convicted vendor list following a conviction for a public entity crime:

- I. May not submit a Response to provide goods or services to any public entity.
- II. May not submit a Response for the construction or repair of any public building or public works project.
- III. May not submit a Response for the lease of real property to a public entity.
- IV. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for any public entity.
- V. May not conduct business with any public entity in an amount exceeding the Category Two threshold in Section 287.017, Florida Statutes.

These restrictions apply for 36 months from the date the person or vendor was placed on the convicted vendor list.

6.2.42. Public Records

The Contractor must:

- A. Keep and maintain all public records required by the City to perform the service.
- B. Provide requested records to the City's custodian of public records, or allow inspection/copying within a reasonable time. Costs must not exceed those authorized by Chapter 119, Florida Statutes.
- C. Protect records that are exempt or confidential—don't disclose unless allowed by law—both during the contract and after, unless transferred to the City.
- D. At contract end, either:
 - Transfer, at no cost, all public records in your possession to the City; or
 - Retain and manage them according to public records law. If duplicates are kept, destroy exempt or confidential duplicates. Electronic records must be delivered in a format compatible with City systems. If the City receives a request for records and does not have them, it will notify the Contractor immediately, and the Contractor must comply within a reasonable time.

Non-compliance by the Contractor may result in enforcement under the contract and legal penalties under § 119.10, Fla. Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY CLERK'S OFFICE, DORAL GOVERNMENT CENTER, 1ST FLOOR, CITY CLERK'S OFFICE, 8401 NW 53 TERRACE, DORAL,

FL 33166, 305-593-6730, or cityclerk@cityofdoral.com

6.2.43. Quantities

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

6.2.44. Respondent in Arrears or Default

By submitting a Response, the Respondent certifies that:

1. They do not owe money to the City or any City agency, and are not in default on any obligation to the City.
2. They have not been declared “not responsible” or “disqualified,” and have not been suspended or debarred from doing business with:
 - Any state or local government in Florida
 - The Federal Government
 - Any other U.S. state or local government entity
3. There are no ongoing proceedings that question their ability or qualifications to enter into public contracts.

This certification is a continuing obligation for the term of the Contract. The Respondent must promptly notify the City in writing of any of the above changes.

The City will consider any Respondent to be non-responsible—and will not award a Contract—if the Respondent is found to be in monetary arrears, in debt, or in default to the City at the time Responses are due.

6.2.45. Respondent's Financial and Legal Standing

By submitting a Response, you confirm that:

- 3 You don't owe money to the City or any of its agencies.
- 4 You're not currently in default on any contract with the City.
- 5 You haven't been suspended, disqualified, or banned from doing business with a government agency in Florida, the federal government, or any other U.S. state or local government.
- 6 There are no ongoing investigations or legal actions questioning your ability to do public work.
- 7 You also agree to keep the City informed of any of these changes during the contract period.

If the City finds that you owe money or are in default at the time proposals are due, you will be considered non-responsible and will not be disqualified, and will not be considered for Contract award.

6.2.46. Right To Cancel or Reject Responses

The City reserves the right to cancel this Solicitation or reject any and/or all Responses or portions thereof, and to waive any technicalities or minor irregularities. Each Respondent agrees to hold harmless and covenant not to sue the City, its officials, officers, or employees, for any claims arising out of or in connection with the administration, evaluation, recommendation, or rejection of Responses.

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

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

6.2.47. Rights and Remedies

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

6.2.48. Scrutinized Companies

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

6.2.49. Severability

If any provision of the Contract or the application thereof to any person or situation will to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it will have been held invalid or unenforceable will not be affected thereby, and will continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.2.50. Subcontractors or Suppliers

Contractors may not subcontract any portion of the services, in whole or in part, without prior written approval from the City Manager, which may be granted or withheld at the City's discretion.

Prior to the commencement of any work pursuant to the Contract, the Contractor will furnish, in writing to the City, the names of all persons/entities (including those who are to furnish materials or equipment fabricated to a special design), if any, proposed for each principal portion of the work.

The City will notify the Contractor, in writing, of any proposed person or entity to which the City has an objection. The Contractor will not employ any subcontractor or supplier against whom the City may have a reasonable objection. Nor will the Contractor be required to employ any subcontractor or supplier unless the City determines that there is good cause for doing so or if the terms of this Solicitation or Contract specify otherwise.

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

All work performed for the Successful Respondent by a subcontractor, supplier, or other person will be pursuant to an appropriate agreement between the Successful Respondent and such person. All agreements between the Successful Respondent and all subcontractors, suppliers, or others will specifically bind the subcontractor, supplier, or other person

to all applicable terms and conditions of the Contract for the City's benefit.

Nothing in the Contract will create any contractual obligation or liability on the part of the City to any subcontractor, supplier, or other person having a direct contract with Successful Respondent, including, without limitation, any payment to any such person, except as may otherwise be required by law.

6.2.51. Submission of Responses & Evaluations

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

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

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

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

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

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

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

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

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

6.2.52. Taxes

The prices proposed pursuant to the Contract will include the cost of all applicable sales, consumer, use, and other taxes for which the Respondent is liable.

6.2.53. Time is of the Essence

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

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work will be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and

all deadlines established in the Contract. Time is of the essence in the performance of the Work.

6.2.54. Termination For Convenience

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

6.2.55. Termination For Default

If the Successful Respondent defaults in its performance under the Contract and does not cure the default within seven (7) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Successful Respondent will be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Respondent was not in default or (2) the Successful Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

6.2.56. Waiver of Jury Trial

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

6.2.57. Withdrawal of Response

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

7. VENDOR RESPONSE

7.1. Vendor Questionnaire

1 Cover Page*

Show the name of Proposer's firm, address, telephone number, and name of contact person, email address, date, and the subject: "Collision Repair and Body Work Services RFP 2026-08."

*Response required

2 Bid Submission Packet*

Bid Submission Packet should include and requirements listed in Response Requirements section. Include a Table of Contents which should follow in sequential order the sections and documents specified herein, including all documents requested. All pages should be consecutively numbered and correspond to the Table of Contents.

*Response required

3 Letter of Transmittal*

Provide a narrative summary of the Proposal in a brief and concise manner. The letter should not exceed one page in length.

*Response required

4 Project Team Qualification Statement*

The Qualification Statement must be written in sufficient detail to permit the City to conduct a meaningful evaluation of the project team's capacity to perform the services required herein, including the following:

4.1 Specify the individual that will serve as Proposer's lead representative who shall be responsible for all the work to be performed by the Provider under this Contract and shall serve as the point of contact.

4.2 Specify any other key personnel who will be assigned to complete the Work.

*Response required

5 Approach*

Describe the proposed approach and operational plan for managing the project, including staffing and quality control procedures. This section should demonstrate the proposer's understanding of the City's requirements and their ability to meet or exceed the scope of services. Highlight any innovative ideas or value-added services the proposer can offer.

*Response required

6 Date of Entity Formation*

*Response required

7 Entity Type*

- Corporation
- Partnership
- LLC
- Other

*Response required

8 Business Entity Affidavit*

Please download the below documents, complete, and upload.

1. Business_Entity_Affidavit.pdf

*Response required

9 Certificate of Authority*

Please download the below documents, complete, and upload.

- CERTIFICATE_OF_AUTHORITY..pdf

*Response required

10 Confirmation of Understanding for Certificate of Authority*

Bidder understands that they must return a Certificate of Authority in order to be considered for the solicitation.

☐ Please confirm

*Response required

11 Office Location*

*Response required

12 FEI/EIN Number*

*Response required

13 Authorized Representative*

Name and Title

*Response required

14 The undersigned Bidder/Proposer agrees*

If this Bid is accepted by the City, to enter into an agreement with the City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract for the Price and within the timeframe indicated in this bid and in accordance with the terms and conditions of the Contract.

☐ Please confirm

*Response required

15 Bidder/Proposer accepts all of the terms and conditions of the Solicitation*

Including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder/Proposer agrees to sign and submit the Contract with any applicable documents required by this ITB within ten days after the date of City's Notice of Award.

☐ Please confirm

*Response required

16 Bidder/Proposer further warrants and represents *

It has familiarized themselves with the nature and extent of the Contract, required goods and/or services, site, locality, and all local conditions and applicable laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

☐ Please confirm

*Response required

17 Bidder/Proposer further warrants and represents*

It has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions to the extent applicable to the Work, and has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all information that pertains to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder/Proposer for such purposes.

☐ Please confirm

*Response required

18 Bidder/Proposer further warrants and represents*

It has given the City written notice of all errors or discrepancies it has discovered in the Contract and the resolution thereof by the City is acceptable to Bidder/Proposer.

☐ Please confirm

*Response required

19 Bidder/Proposer further warrants and represents*

This Bid/Proposal is genuine and not made in the interest of or on behalf of any other undisclosed person, firm or corporation; Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a false or sham Proposal; Bidder/Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Bidder/Proposer has not sought by collusion to obtain for itself any advantage over any other Bidder/Proposer or over the City.

☐ Please confirm

*Response required

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

☐ Please confirm

*Response required

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

☐ Please confirm

*Response required

22 Communication - If information is different than what is provided in Vendor Profile:

Communications concerning this Proposal shall be addressed to:

Please provide:

- Name of Bidder/Proposer
- Telephone Number
- Email Address
- Attention

23 Proposer Qualification Statement*

Please download the below documents, complete, and upload.

- PROPOSER_QUALIFICATION_STAT...

*Response required

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

Please download the below documents, complete, and upload.

- SWORN STATEMENT PURSUANT TO...

*Response required

25 Compliance With Foreign Entity Laws*

Applicant certifies as follows:

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

☐ Please confirm

*Response required

26 Disability, Nondiscrimination, and Equal Employment Opportunity*

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

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

☐ Please confirm

*Response required

27 Conformance with OSHA Standards*

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

☐ Please confirm

*Response required

28 E-Verify Program Affidavit*

Affiant certifies the following:

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

☐ Please confirm

*Response required

29 AFFIDAVIT REGARDING UNAUTHORIZED ALIENS UNDER 448.095, FLORIDA STATUTES*

Please download the below documents, complete, and upload.

- AFFIDAVIT REGARDING UNAUTHO...

*Response required

30 No Contingency Affidavit*

Affiant certifies the following:

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

☐ Please confirm

*Response required

31 Copeland Anti-Kickback Affidavit*

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

☐ Please confirm

*Response required

32 Non-Collusion Affidavit*

I, the affiant, swear or affirm that:

- 32.1 Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal by Contractor and of all pertinent circumstances respecting such Bid/Proposal.
- 32.2 Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.
- 32.3 Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other firm or person to submit a collusive or sham Bid/Proposal in connection with the Work for which the attached Bid/Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any firm or person to fix any overhead, profit, or cost elements of the Bid/Proposal or of any other person submitting a response to the solicitation, or to fix any overhead, profit, or cost elements of the quoted price(s) or the quoted price(s)

of any other bidding/proposing person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed Work.

- 32.4 The price(s) quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

☐ Please confirm

*Response required

33 Drug Free Workplace Program*

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

- 33.1 Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 33.2 Informs Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 33.3 Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- 33.4 In the statement specified in subsection (a), notifies the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 33.5 Imposes a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 33.6 Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Please confirm

*Response required

34 Cone of Silence Certification*

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

☐ Please confirm

*Response required

35 Bidder Affirmation*

Please download the below documents, complete, and upload.

- [BIDDER_AFFIRMATION..pdf](#)

*Response required

36 Conflict of Interest Disclosure*

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST_DISCLO...](#)

*Response required

37 Required Affidavit Regarding the Use of Coercion for Labor and Services*

Please download the below documents, complete, and upload.

- [Required Affidavit Regardin...](#)

*Response required

38 Proposed Subcontractor Form*

Please download the below documents, complete, and upload.

- [List of Proposed Subcontrac...](#)

*Response required

39 Performance Evaluation Survey

Please download the below documents, forward to a minimum of 3 current/former customers to complete and send directly to the City at PerformanceSurvey@cityofdoral.com.

- [Performance Evaluation Surv...](#)

40 Statement*

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

☐ Please confirm

*Response required

41 Licenses or Certifications

Upload any relevant licenses or certifications corresponding to solicitation.

42 Optional Supporting Documentation (Confidential Submission)

Bidders may upload any supporting statements or documentation relevant to their proposal. If submitted, these documents will be treated as confidential and used solely for evaluation purposes in accordance with applicable public records laws.

Pricing Proposal

Line Item	Vehicles	Unit of Measure	Unit Cost
1	Paint and Body Labor	Per Hour	\$60.00
2	Paint and Materials	Per Hour	\$48.00
3	Frame	Per Hour	\$99.00
4	Mechanical	Per Hour	\$125.00
5	Structural	Per Hour	\$60.00

Line Item	Fleet/Heavy Equipment	Unit of Measure	Unit Cost
1	Paint and Body Labor	Per Hour	\$125.00
2	Paint and Materials	Per Hour	\$42.00
3	Frame	Per Hour	\$275.00
4	Mechanical	Per Hour	\$185.00
5	Structural	Per Hour	\$125.00

RESOLUTION No. 26-153

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED REQUEST FOR PROPOSALS RFP #2026-08 "COLLISION REPAIR AND BODY WORK SERVICES" TO WORLD MOTOR CORPORATION AND TO CAR WORLD PAINT AND BODY SHOP, FOR A TERM OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR OPTIONS TO RENEW FOR A TOTAL TERM OF FIVE (5) YEARS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE SERVICE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The City of Doral ("City") Department of Public Works and Department of Procurement and Asset Management prepared RFP No. 2026-08 to identify one or more qualified and experienced firms to provide Collision Repair and Body Work Services; and

WHEREAS, On April 10, 2026, the City of Doral issued RFP No. 2026-08 inviting all qualified and experienced firms to submit proposals for Collision Repair and Body Work Services. Notices were posted on the City's website, and through our Open Gov procurement platform with electronic broadcast to numerous vendors; and

WHEREAS, On May 4, 2026, the City received and opened Five (5) timely proposals from the following respondents:

- Advanced Body and Frame, Inc.
- Car World Paint and Body Shop
- Enterprises of Miami LLC
- National Collision and Truck Center
- World Motor Corp

WHEREAS, On May 28, 2026, the Phase I Evaluation Committee meeting was conducted, and the following firms were ranked as the top two: Car World Paint and Body

Shop and World Motor Corp. The Committee agreed that a phase II evaluation was not needed and the consensus was to award our Collision Repair and Body Work Services RFP to the two (2) top ranked firms; and

WHEREAS, staff have recommended the City Council approve the results of RFP No. 2026-08 - Collision Repair and Body Work Services for Department's citywide to expend budgeted funds for these services from the Public Works Account No. 001.80005.500465 or most appropriate account as approved with the budget.

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

Section 1. Recitals. The foregoing recitals are hereby ratified, confirmed, and incorporated herein as if fully set forth.

Section 2. Approval. The award of RFP 2026-08 for Collision Repair and Body Work Services to World Motor Corporation and to Car World Paint and Body Shop, attached hereto as Exhibit "A," is hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into a service agreement with World Motor Corporation and Car World Paint and Body Shop, 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 City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making

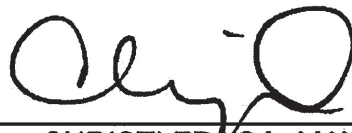
any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 12 day of August, 2026.



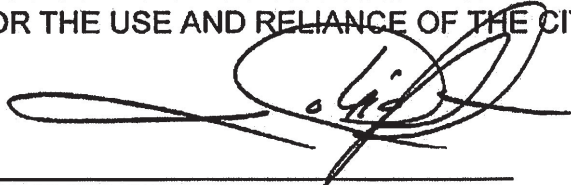
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

EXHIBIT “A”



Memorandum

Date: June 3, 2026

To: Zeida Sardiñas
City Manager

From: Christopher Cotton
Senior Procurement Specialist

Subject: **Evaluation Committee Findings for RFP No. 2026-08 for Collision Repair and Body Work Services**

This memorandum serves to provide the findings of the Evaluation Committee and to obtain a recommendation from the City Manager for the award of Request for Proposal ("RFP") No. 2026-08 for Collision Repair and Body Work Services.

BACKGROUND:

The City of Doral ("City") Department of Public Works and Department of Procurement and Asset Management prepared RFP No. 2026-08 to identify one or more qualified and experienced firms to provide Collision Repair and Body Work Services. The scope of services generally entails the body work for all types and sizes of City automobiles, trucks, heavy equipment, and vans. Services 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.

On April 10, 2026, the City of Doral issued RFP No. 2026-08 inviting all qualified and experienced firms to submit proposals for Collision Repair and Body Work Services. Notices were posted on the City's website, and through our Open Gov procurement platform with electronic broadcast to numerous vendors.

On May 4, 2026, the City received and opened Five (5) timely proposals from the following respondents:

- Advanced Body and Frame, Inc.
- Car World Paint and Body Shop
- Enterprises of Miami LLC
- National Collision and Truck Center
- World Motor Corp

Evaluation Committee Findings for RFP No. 2026-08 – Collision Repair and Body Work Services
Page 2 of 2

On May 28, 2026, the Phase I Evaluation Committee meeting was conducted, and the following firms were ranked as the top two: Car World Paint and Body Shop and World Motor Corp. The Committee agreed that a phase II evaluation was not needed and the consensus was to award our Collision Repair and Body Work Services RFP to the two (2) top ranked firms.

Based on the thorough evaluation conducted by the Committee, the highest scoring proposal was Car World Paint and Body Shop with the second being World Motor Corp.

Section 5.1.4 of RFP No. 2026-08 provides as follows: "After reviewing the Committee's scores and ranking as well as the administrative review conducted by Procurement staff, the City Manager may take any action in the City's best interest, which may include but is not limited to the following: make a recommendation to award to Council, may reject the Committee's scoring in whole or in part, may require the Committee to re-evaluate, or may reject all proposals."

If the Committee's scoring is satisfactory and you intend to recommend Car World Paint and Body Shop and World Motor Corp for award, please sign below. An item will then be prepared for City Council review and approval of the City Manager's recommendation to enter into the proposed agreements for a term of two (3) years with two (2) one (1) year options to renew for a total term of five (5) years.



Zeida Sardiñas
City Manager

6/4/2026

Date

Attachments: Phase I Evaluation Score Sheet
Pricing Evaluation Score Sheet
Proposal Submitted by Car World Paint and Body Shop
Proposal Submitted by World Motor Corp
RFP No. 2026-08 -Collision Repair and Body Work Services

c: Francisco Rios, Deputy City Manager
Fernando Casamayor, Chief Financial Officer / Assistant City Manager
Carlos Arroyo, Director of Public Works