

# **CITY OF DORAL**



## **Request for Proposals**

**RFP No. 2021-13**

# **Towing and Wrecker Services**

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# City of Doral

## Request for Proposals

### Towing and Wrecker Services

#### RFP No. 2021-13

NOTICE: Pursuant to Article V of the City's Code of Ordinances, hereby gives notice of its intent to seek sealed submittals for consideration to provide the services detailed in the scope of services listed below, by **10:00 A.M. on Wednesday, June 16<sup>th</sup>, 2021**. The submittals shall be clearly marked "**RFP No. 2021-13 – Towing and Wrecker Services**".

**All submittals shall be publicly opened and recorded on \*\*June 16<sup>th</sup>, 2021 at 10:00 A.M.\*\*** Late submittals shall **not** be accepted or considered.

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

Solicitations may be found via the City of Doral website ([www.cityofdoral.com](http://www.cityofdoral.com)) under Procurement, via [Vendor Registry](#) and via [Onvia DemandStar](#), central notification systems which provide bid notification services to interested vendors. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

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

## **PROJECT OVERVIEW**

The City of Doral is soliciting Request for Proposal from qualified and experienced firms for the provision of Towing and Wrecker Services of Unauthorized and Abandoned Vehicles. The City will review submittals only from those firms that submit a Request for Proposals packet which includes all the information required to be included as described herein.

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

All inquiries must reference **RFP No. 2021-13 – Towing and Wrecker Services** in the subject line and should be directed to the following email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). No phone calls will be accepted in reference to this solicitation. Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

The City's tentative schedule for this Request for Proposals is as follows:

**Anticipated Advertise Date:** **May 13<sup>th</sup>, 2021 at 3:00 P.M. EST.**

**Mandatory Pre-Bid Meeting:** **May 25<sup>th</sup>, 2021 at 10:00 A.M. EST.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/683350701>

You can also dial in using your phone

United States: +1 (872) 240-3412

Access Code: 683-350-701

**Cut-off Date for Questions:** **June 1<sup>st</sup>, 2021 at 5:00 P.M. EST.**

**Deadline for Submittals and Opening of Bids:** **June 16<sup>th</sup>, 2021 at 10:00 A.M. EST.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/707264597>

You can also dial in using your phone

United States: +1 (646) 749-3112

Access Code: 707-264-597

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

# SECTION 1

## GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/City

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

Procurement Division

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

Departments

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

Authorized Representative

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

(ii) You/Your

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

Proposer/Contractor/Submitter

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

Successful Proposer/ Contractor/Submitter

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

(iii) Proposals/ Submittals

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

### 1.2 CLARIFICATION/ QUESTIONS

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

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

(i) Written Addenda

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

### 1.3 COST OF PREPARATION

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

### 1.4 EXAMINATION OF DOCUMENTS

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

### 1.5 PUBLIC RECORDS

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

### 1.6 WITHDRAWAL OF PROPOSAL

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

### 1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

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

and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

### 1.8 GOVERNMENTAL RESTRICTIONS

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

### 1.9 SUBMISSION OF PROPOSAL

(i) **Incurred Expenses**

The City is not responsible for any expenses which Proposers may incur for preparing and submitting Request for Proposal called for in this RFP.

(ii) **Interviews**

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

(iii) **Request for Modifications**

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

(iv) **Bid Acknowledgment**

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

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

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

(vi) **Submittals Binding**

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

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

Alternate proposals, statements, and/or Request for Proposal will not be considered or accepted by the City.

(viii) **Economy of Preparation**

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

(ix) **Proprietary Information**

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

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

### 1.10 COMPLIANCE WITH ORDERS AND LAWS

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

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

**Occupational, Safety and Health Act (OSHA)**

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

**Environment Protection Agency (EPA)**

**Uniform Commercial Code (Florida Statutes, Chapter 672)**

**American with Disabilities Act of 1990, as amended**

**National Institute of Occupational Safety Hazards (NIOSH)**

**National Forest Products Association (NFPA)**

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

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

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

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

compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

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

**1.11 CONE OF SILENCE**

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

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

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

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

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

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

The Cone of Silence shall not apply to:

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

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

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

**1.12 Florida Government in the SUNSHINE LAW**

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

**1.13 CANCELLATION**

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

**1.14 ASSIGNMENT**

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

**1.15 PROPERTY**

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

**1.16 TERMINATION FOR DEFAULT**

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

**1.17 TERMINATION FOR CONVENIENCE**

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

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

**1.18 ANTI-TRUST PROVISION**

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

**1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

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

**1.20 CAPITAL EXPENDITURES**

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

**1.21 GOVERNING LAW AND VENUE**

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

**1.22 ATTORNEY FEES**

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



**1.23 NO PARTNERSHIP OR JOINT VENTURE**

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

**1.24 TERMS AND CONDITIONS OF AGREEMENT**

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

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

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

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

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

**1.25 HIRING PREFERENCE FOR PROCURED PROJECTS**

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

**1.26 LIMITATION ON USE OF OFFICIAL SEAL**

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

**END OF SECTION 1**

## SECTION 2 SPECIAL CONDITIONS

### 2.1 PURPOSE

The City of Doral is soliciting Request for Proposal from qualified and experienced firms for the provision of Towing and Wrecker Services. The City will review submittals only from those firms that submit a Request for Proposals packet which includes all the information required to be included as described herein.

The City intends to award services contracts to a manageable number of qualified firms deemed to be the most highly qualified responders to perform the required services. The City shall consider such factors as the qualifications of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms.

### 2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

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

- 2.2.1 Proposers shall demonstrate a minimum of three (3) years of Towing and Wrecker Services for governmental agencies or self-insured governmental risk pools immediately preceding this RFP. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the proposer to ascertain that the contact person will be responsive. The following items shall be required submittals as part of the Provider's proposal as described in Section 3. Failure to submit any of the items described in this section will result in a proposal scoring as nonresponsive. This list does not include any submittals required in other sections of this RFP.
- 2.2.2 Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.2.3 Proposer must have performed work in the State of Florida for at least three (3) Municipalities. Proposers shall provide a list three (3) client references to whom they have successfully provided towing services within the last 24 months. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Provider to ascertain that the contact person will be responsive.

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

## 2.3 LICENSING

2.3.1. Pursuant to section 607.1503(1), Florida Statutes, Corporations, out-of-state corporations are required to obtain a Florida Certificate of Authorization from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org). Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.3.2. Proposers shall provide a copy of a current towing license (TL), in accordance with the Code of Miami-Dade County, Florida Section 10-3 (B). Proposer's license must be registered as "non-consent" and issued by the Miami-Dade County Department of Regulatory and Economic Resources (RER), as of the proposal due date. Proposers towing license shall remain valid during the term of the Pool to include any option to renew period(s). The license provided must be in full force effect at the time of submittal due date. Failure to meet the requirement may result in your submittal being rejected.

## 2.4 MANDATORY PRE-PROPOSAL CONFERENCE - VIRTUAL

**A Mandatory Pre-Proposal Conference will be held on Tuesday, May 25<sup>th</sup>, 2021 at 10:00 A.M. via GoToMeeting Conference Call.** During this conference all work will be discussed. The Purchasing Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. Attendance to the Pre-Bid conference is **Mandatory**.

**May 25<sup>th</sup>, 2021 at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/683350701>

You can also dial in using your phone: United States: +1 (872) 240-3412

**Access Code: 683-350-701**

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

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

## 2.5 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract

fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a two (2) year period from the contract's effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for three (3) additional one (1) year period for a total of five (5) years. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

## **2.6 PRICING AND FEES**

The prices, rates, or fees charged by the Respondent are due payable by the owner or operator of the vehicle towed.

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

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

## **2.7 PROPOSAL FORMAT AND SIGNATURES**

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

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

## **2.8 METHOD OF AWARD**

The City will open all submittals received at the time of the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the proposals must meet or exceed the minimum requirements established in Section 2.2 and contain all required

forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

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

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

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

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

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

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

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

#### **PHASE II — EVALUATION**

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding

their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

**2.9 EVALUATION CRITERIA – PHASE I AND PHASE II**

<b>EVALUATION CRITERIA FOR RFP</b>		
	<b>Category</b>	<b>Points</b>
1	Understanding & Responsiveness to Scope of Services	20
2	Experience of Firm	20
3	Proposed Pricing	20
4	Firm Resources / Inventory/ Equipment	20
5	References	10
	<b>Total Points Possible</b>	<b>100</b>

**EXTRA POINTS:** Points will be added for the following criteria (max 5 points):

- Proposer is headquartered or has an office in City of Doral 2.5 Points
- Proposer is a Certified Veteran Business Enterprise as Defined 2.5 Points  
in Florida Statute 295.1872

Proof of location and certification must be included in the firm’s response in order to qualify for the extra points.

**2.10 AWARD OF CONTRACT**

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

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

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

The City reserves the right to reject all Request for Proposal and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and

re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

## 2.11 **DUE DATE**

All Bids are due no later than **Wednesday, June 16<sup>th</sup>, 2021 at 10:00 AM, EST** or any time prior thereto electronically via Vendor Registry or DemandStar. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Submittals must include Request for Proposal and experience and other pertinent information for consideration, as indicated in this Request for Proposals. Any proposals received after the due date and time specified, will not be considered. Tabs must be clearly identified with the submittals. Submittals must be upload as one file inclusive of all required forms and certifications.

### **June 16<sup>th</sup>, 2021 at 10:00 A.M.**

From your computer, tablet or smartphone

<https://global.gotomeeting.com/join/707264597>

You can also dial in using your phone: United States: +1 (646) 749- 3112

Access Code: 707-264-597

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/707264597>

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

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

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

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

## 2.12 **INSURANCE REQUIREMENTS**

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

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

**The City reserves the right to require additional insurance in order to meet the full value of the scope of services.**

**At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.**

**2.13 EXCEPTIONS TO SPECIFICATIONS**

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

**2.14 INQUIRIES**

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com). All inquiries must have in the subject line the following: **RFP No. 2021-13 – Towing and Wrecker Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or **before 5:00 P.M. on Tuesday, June 1<sup>st</sup>, 2021**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

**2.15 ATTACHED FORMS**

**2.15.1 Non-Collusion Affidavit**

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

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



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

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

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

2.15.2 Americans with Disabilities

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

2.15.3 Compliance with Equal Employment Opportunity

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

2.15.4 Public Entity Crimes

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

2.15.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established

procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

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

**2.16 VERIFICATION OF INFORMATION**

The City may verify the information submitted by the submitter and may obtain and evaluate additional information, as it deems necessary to ascertain the submitter’s ability to perform under this solicitation. The City shall be sole judge of a submitter’s ability to perform and its decision shall be final.

**2.17 GOODS/ SERVICES MAY BE ADDED OR DELETED**

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

**2.18 ACCEPTANCE OF PROPOSALS / MINOR IRREGULARITIES**

2.18.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposals.

2.18.2 The City reserves the right to disqualify Proposer during any phase of the competitive 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 Proposer.

**2.19 BACKGROUND INFORMATION**

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

**2.20 METHOD OF ORDERING**

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

**2.21 PAYMENT/ INVOICES**

Neither City of Doral nor any of its employees, agents, or officers shall be responsible for any payments, fees, or charges incurred under the resulting contract.

**2.22 RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

**END OF SECTION 2**

# **SECTION 3**

## **SCOPE OF SERVICES**

### **3.1 SCOPE OF WORK**

The scope of services includes, but are not limited to, providing towing and wrecker services for the City on an as needed basis. The contractor is responsible for full and complete compliance with all laws, rules, and regulations which may be applicable.

The selected firm shall provide, at a minimum, the following list of satisfactory equipment (selected Proposers may substitute a vehicle one (1) class and type higher than that required, i.e., Class "B" slide back for a Class "A" slide back) and quantities that shall be maintained throughout the duration of the contract:

#### **3.1.1 Two (2) Class "A" Wreckers:**

- Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds.
- Cab to axle dimension of not less than 56 inches.
- Dual rear wheels.
- Commercially manufactured hydraulic boom with a minimum capacity of 8,000 pounds.
- One hundred (100) feet of 3/8 inch steel core cable per winch.
- Wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds.
- Tow sling or tow bar with a safe lift rating of 3,500 pounds.
- Two (2) 3/8-inch-high test safety chains.
- One (1) motorcycle sling or equivalent heavy-duty nylon cargo straps.
- One (1) pair of jumper cables.

#### **3.1.2 Two (2) Class "A" Slide Back Car Carriers:**

- Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds.
- Cab to axle dimension of not less than 102 inches.
- Dual rear wheels.
- Seventeen (17) feet or longer hydraulically operated slide back or tilt bed.
- Hydraulically operated winch(es) with a minimum total winching capacity of 8000 pounds.
- Fifty-five (55) feet of 3/8 inch steel core cable per winch, plus a ten (10) foot chain for extra length.
- Two (2) tie down chains, each ten (10) feet in length.
- One (1) pair of jumper cables.

#### **3.1.3 One (1) Class "B" Wrecker:**

- Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds.

- Cab to axle dimension of not less than 84 inches.
- Commercially manufactured hydraulic boom(s) with a minimum total capacity of 24,000 pounds.
- Hydraulically operated winch(es) with a minimum total winching capacity of 24,000 pounds.
- Two hundred (200) feet of ½ inch steel core cable per winch.
- Under reach with a retracted rating of not less than 10,500 pounds and an extended rating of not less than 8,500 pounds.
- Two (2) 5/16-inch alloy safety chains.
- Tow bar or tow-sling equipped.
- Brake lock.
- Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000-pound capacity.

#### **3.1.4 One (1) Class “B” Slide Back Car Carrier**

- Commercially manufactured unit, with a rated capacity of not less than 20,000 pounds.
- Cab to axle dimension of not less than 138 inches.
- Dual rear wheels.
- Twenty-one (21) feet or longer hydraulically operated.
- Hydraulically operated winch(es) with a minimum winching capacity of 8,000 pounds.
- Two (2) tie down chains, each ten (10) feet in length.
- Four-way lug wrench.
- One (1) pair of jumper cables.

#### **3.1.5 Two (2) Class “C” Wreckers (One (1) unit to be “Under Reach Equipped)**

- Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds.
- Cab to bogey dimension of not less than 144 inches.
- Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds.
- Winch(es) with a minimum total winching capacity of 50,000 pounds.
- Two hundred (200) feet of 5/8 inch steel core cable per winch.
- Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds.
- Rear support jacks or outriggers.
- Two (2) ½ inch alloy safety chains.
- Tow bar or tow-sling equipped.
- Two (2) snatch blocks, minimum 24,000 pounds capacity each.
- Two (2) scotch blocks.
- Six (6) to eight (8) feet of extra towing chain winch hooks, minimum 4,000-pound capacity.

#### **3.1.6 Additional Equipment**

- One (1) 48' Hydraulic Rollback Trailer.
- One (1) Tri-Axle Boat Trailer able to handle up to a 30 ft. boat.

## 3.2 **MINIMUM RATINGS**

Wreckers shall meet the following minimum ratings:

Wrecker class shall mean the type of towing vehicle, equipment or apparatus used to recover, tow, or remove vehicles. If there have been any modifications to the truck chassis that changes its GVWR, documentation from the dealer, manufacturer or authorized up-fitters supporting the changes must be provided. The wrecker class shall be distinguished as follows:

### 3.2.1. **Class “A” Wrecker**

- Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVWR, in accordance with manufacturer's I.D. plate
- Cab to axle dimension of not less than 56 inches
- Dual rear wheels
- Commercially manufactured hydraulic boom with a minimum capacity of 8,000 pounds
- Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
- One hundred (100) feet of 3/8 inch steel core cable per winch
- Wheel lift with retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds
- Tow sling or tow bar with a safe lift rating of 3,500 pounds
- Two (2) 3/8-inch-high test safety chains
- One (1) motorcycle sling or equivalent heavy duty nylon cargo straps
- Four-way lug wrench
- One (1) pair of jumper cables

### 3.2.2. **Class “B” Slide Back Car Carrier**

- Commercially manufactured unit, with a rated capacity of not less than 14,500 pounds, GVWR
- Cab to axle dimension of not less than 102 inches
- Dual rear wheels
- Seventeen (17) feet or longer hydraulically operated slide back or tilt bed
- Hydraulically operated winch(es) with a minimum total winching capacity of 8000 pounds
- Fifty-five (55) feet of 3/8 inch steel core cable per winch, plus a ten (10) foot chain for extra length.
- Two (2) tie down chains, each ten (10) feet in length
- Four-way lug wrench
- One (1) pair of jumper cables

### **3.2.3. Class “C” Wrecker**

- a) Commercially manufactured unit, with a rated capacity of not less than 30,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- b) Cab to bogey dimension of not less than 144 inches
- c) Commercially manufactured boom(s) with a minimum total capacity of 50,000 pounds
- d) Winch(es) with a minimum total winching capacity of 50,000 pounds
- e) Two hundred (200) feet of 5/8 inch steel core cable per winch
- f) Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds
- g) Rear support jacks or outriggers
- h) Two (2) 1/2-inch alloy safety chains
- i) Tow bar or tow-sling equipped
- j) External air hookup and hoses to supply air to disabled vehicles
- k) Two (2) snatch blocks, minimum 24,000 pounds capacity each
- l) Two (2) scotch blocks
- m) Spring brake - air lock
- n) Six (6) to eight (8) feet of extra towing chain winch hooks, minimum 4,000 pound capacity

### **3.2.4. Class “D” Wrecker**

- a) Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVWR, in accordance with manufacturer's I.D. plate (any modifications to increase GVWR must be documented by the dealer or manufacturer)
- b) Cab to bogey dimension of not less than 180 inches
- c) Commercially manufactured boom(s) with a minimum total capacity of 70,000 pounds
- d) Hydraulically operated winch(es) with a minimum total winching capacity of 70,000 pounds
- e) Two hundred (200) feet of 3/4 inch steel core cable per winch
- f) Under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 15,000 pounds
- g) Rear support jacks or outriggers
- h) Two (2) 1/2-inch alloy safety chains
- i) Tow bar or tow-sling equipped
- j) External air hookup and minimum hoses to supply air to disabled vehicles
- k) Two (2) snatch blocks, minimum 24,000-pound capacity each
- l) Two (2) scotch blocks
- m) Spring brake - air lock
- n) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pound capacity

### **3.3 ADDITIONAL EQUIPMENT**

The Contractor must provide sufficient equipment to retrieve any vehicle or equipment at no extra cost to the City. All towing vehicles must have the following supplies:

- Two-way radio
- Proper Safety Lights
- Amber rotation dome light
- Oil Dry
- Reflectors
- Push Broom
- Square Shovel
- Flares
- Bolt Cutters
- Crowbar
- Flashlight
- Chains
- Way Lug Wrench
- Jumper Cables
- Trash Container
- CO2 Dry Chemical Fire Extinguisher
- First Aid Kit
- Two (2) safety cones (day-glow orange, 2 feet high)

### **3.4 VEHICLE WEIGHT CATEGORIES (Organized by Gross vehicle Weight Rating – GVWR)**

Vehicle Weight Categories define the type and size of vehicles, buses and equipment that require towing.

#### **3.4.1. Vehicle Weight Category 1**

GVWR equal to 10,000 lbs. or less and off-road equipment with a gross weight less than 6,000 lbs.

#### **3.4.2. Vehicle Weight Category 2**

Mixed body configurations from 10,001 lbs. GVWR up to general GVWR of approximately 26,000 lbs. and off-road equipment with a gross weight 6,001 lbs. through 10,000 lbs.

#### **3.4.3. Vehicle Weight Category 3**

Mixed body configurations from 26,001 lbs. GVWR up to general GVWR of approximately 33,000 lbs. and off-road equipment with a gross weight 10,001 lbs. through 20,000 lbs.

#### **3.4.4. Vehicle Weight Category 4**



General GVWR of 33,001 to 64,000 lbs. and off-road equipment with a gross weight 20,001 lbs. through 34,000 lbs.

**3.4.5. Vehicle Weight Category 5**

Tractor-Trailer combinations and other combined vehicles as well as vehicles with a GVWR greater than 64,000 lbs. This category also includes off road equipment greater than 34,000 lbs., which could be loaded onto a standard 80,000 GVWR tractor flatbed trailer combination without the need for FDOT overweight and/or oversized permits and off-road equipment with a gross weight 34,001 lbs. and above.

**3.5 CONTRACTOR RESPONSIBILITIES**

The contractor shall be responsible for the following, but not limited to:

- 3.5.1** The contractor must comply with all vehicle manufacturer towing guidelines
- 3.5.2** The Contractor shall comply with all laws, ordinances, and regulations applicable to the services contemplated in the proposal. The contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services.
- 3.5.3** The wrecker crew is responsible to clean all debris from the roadway and adjacent swale/sidewalk.
- 3.5.4** Provide an area to include applying Oil Dry to all fluids in the trafficway or sidewalk, bicycle pathway, or other area utilized for the movement of motor vehicles, pedestrians, or bicycles.
- 3.5.5** Wrecker crew must have access to underwater recovery apparatus.
- 3.5.6** Storage Yard must be located within a ten (10) mile radius of the City.
- 3.5.7** Towing and Wrecker services shall be available to the City on a twenty-four (24) hour basis, seven (7) days per week and holidays.
- 3.5.8** The contractor is responsible for adhering to special handling of vehicles moved or held for evidence.

**3.6 LICENSES AND RESUMES**

The firm shall provide proof of the following licenses and resumes:

- Resumes of all owners, officers, and key personnel of the firm, inclusive of their experiences and qualifications.
- Picture Identification and Driver Licenses

- Pictures of Equipment and Copies of Titles.
- Provide a history of criminal or civil litigation for the past five (5) years preceding this RFP.

### **3.7 SUBMITTAL FORMAT**

Firms shall prepare their submittals using the following format and shall include, but not limited, to the following:

#### **3.7.1 Letter of Transmittal**

The letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely performance of the work. The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and the telephone numbers of such persons. An authorized agent's title or authority. The letters should not exceed two pages in length.

#### **3.7.2 Qualifications and Experience of the Firm**

A Qualification statement shall be written with sufficient details on the scope of services requested in this RFP. This statement shall provide the following:

- Executive Summary – Provide a brief summary describing the firms approach to the scope of services, firms background in providing similar services. This summary should be brief and concise to advise the evaluation committee of the basic services, experience of firm's staff, and any other relevant information. A project manager should be provided and assigned to manage all aspects of work.
- Experience of the Firm/Team – Provide the firm's history and background, tax status, principals, offices, owners, board of directors and/or trustees, primary markets served, the total current member of employees, employees by classifications, number of years the firm has been in business.
- Firms/Teams Past Performance – Provide a detailed description of similar contacts which the firm has ongoing or completed within the past five (5) years. The description shall identify for each project the following:
  - Name of Firm/Client
  - Description of work provided
  - Total Dollar Value of the contract
  - Contract Duration
  - Reference Contact (Name and Phone Number)
  - Prime or Sub Contractor on Project.

- Organizational Chart – Provide an organization chart showing the key individuals assigned to their areas of responsibilities. Must include:
  - Name of the Firm
  - Name of the Employee
  - Title/ Position
  - Years of Experience
  - Years employed within the Firm
  
- Professional Licenses – Provide copies of Professional Licenses for pertinent key personnel (including subconsultants) that will be providing the services requested in this RFP.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant’s information.

**3.8 IRREGULARITIES AND ILLEGAL ACTS**

The auditors shall be required to make an immediate, written report to the Finance Director and City Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

**3.9 F.O.B. POINT**

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

**3.10 CONTRACT CANCELLATION**

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

**3.11 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS**

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful Proposer, and

the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful Proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful Proposer is within the City limits to ensure safety rules are not being violated.

### **3.12 REFERENCES**

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of an RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications. Proposers are responsible for forwarding the Solicitation Reference Surveys to selected references. Forms must be completed and returned to [procurement@cityofdoral.com](mailto:procurement@cityofdoral.com).

**END OF SECTION**

# **SECTION 4**

## **PROPOSAL SUBMITTAL FORM**

**RFP No. 2021-13**

THIS PROPOSAL IS SUBMITTED TO:

**City of Doral**  
**8401 NW 53<sup>rd</sup> Terrace**  
**Doral, Florida 33166**

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposals and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
  - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
  - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
  - (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
  - (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
  5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
  6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
  7. Communications concerning this Proposal shall be addressed to:

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile Number \_\_\_\_\_

Attention: \_\_\_\_\_

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



## **SECTION 5**

### **FORMS / DELIVERABLES**

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

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

#### **LIST OF ATTACHED FORMS:**

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





## CITY OF DORAL PROCUREMENT

RFP Reference Survey

RFP No. 2021-13

### Towing and Wrecker Services

From:		To: Procurement Manager
Company:		Due Date: June 16 <sup>th</sup> , 2021
Phone No.:		Total #. Of Pages: 1
Fax No.		Ph. #: 305-593-6725
Email:		Email: <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a>
Subject:	Reference for work completed regarding Towing and Wrecker Services	
Additional Details:		
<p>You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Doral Project:</p> <p><i>The City of Doral is soliciting Request for Proposal from qualified and experienced firms for the provision of Towing and Wrecker Services.</i></p>		
<p>Company you are providing a reference for: _____</p>		
<b>Indicate:</b>		<b>“YES” or “NO”</b>
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time based on the original established timeline?		
6. Was the job completed within budget based on the original established budget?		
7. On a scale of one to ten (1-10), ten being best, how would you rate the overall work performance, considering professionalism, final product, personnel, resources. Rate from 1 to 10 (10 being the highest)		
8. If the opportunity were to present itself, would you rehire this company?		
9. Please provide any additional comments pertinent to this company and the work performed for you:		
<p>Please Complete and Return to the Attention of: Tanya Donigan – <a href="mailto:Procurement@cityofdoral.com">Procurement@cityofdoral.com</a> <b>Subject: Reference for RFP No. 2021-13 – Towing and Wrecker Services</b></p>		
<p>_____</p> <p>Reference Print Name</p> <p>_____</p> <p>Reference Title</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Reference Signature</p>		

**STATEMENT OF NO RESPONSE**

RFP No. 2021-13

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

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BIDDER INFORMATION WORKSHEET**

**RFP No. 2021-13**

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

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

**BUSINESS IS A:** (circle one) PARENT / SUBSIDIARY / OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

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

*(if different from address provided above):*

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**BIDDER QUALIFICATION STATEMENT**  
**RFP No. 2021-13**

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

The following minimum experience is required for this project as specified in Section 2.

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

1. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost

Dates of Contract

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description

---

---

---

3. Project Name/Location

---

Owner Name

---

Contact Person

---

Contact Telephone No.

---

Email Address:

---

Yearly Budget/Cost

---

Dates of Contract

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description

---

---

---

4. Project Name/Location

---

Owner Name

---

Contact Person

---

Contact Telephone No.

---

Email Address:

---

Yearly Budget/Cost

---

Dates of Contract

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description

---

\_\_\_\_\_

\_\_\_\_\_

5. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

Project Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**

**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / BIDDER DISCLOSURE)**  
**RFP No. 2021-13**

I, \_\_\_\_\_, being first duly sworn state:

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

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

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

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

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

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public





Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Type of Identification

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**  
**RFP No. 2021-13**

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

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

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

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

I, being duly first sworn state:

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

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

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

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

\_\_\_\_\_  
SIGNATURE

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

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

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_  
Type of Identification

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**  
**RFP No. 2021-13**

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

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

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

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

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

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

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

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

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

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

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

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

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

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

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

Personally known \_\_\_\_\_

Or Produced Identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) (Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**RFP No. 2021-13**

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

\_\_\_\_\_ does:

*(Name of Firm)*

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip code







**CONE OF SILENCE CERTIFICATION**

**RFP No. 2021-13**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

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

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

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date



**RESPONDENT'S CERTIFICATION**  
**RFP No. 2021-13**

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

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

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

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

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

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

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_ My commission expires: \_\_\_\_\_

Type of Identification

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**CERTIFICATE OF AUTHORITY  
(IF LIMITED LIABILITY CORPORATION)**

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the

\_\_\_\_\_

organized and existing under the laws of the State of \_\_\_\_\_,  
held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and  
adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the  
Limited Liability Corporation be and is hereby authorized to execute the Proposal dated,  
\_\_\_\_\_ 20\_\_\_\_, to the City of Doral and that their execution thereof shall be the official  
act and deed of this Limited Liability Corporation." I further certify that said resolution is now in full  
force and effect.

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

Secretary: \_\_\_\_\_

Print Name: \_\_\_\_\_

(SEAL)



**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a Corporation existing under the  
laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and  
adopted:

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

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

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

Secretary: \_\_\_\_\_

(SEAL)



**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE**

STATE OF                                    )  
  ) SS:  
COUNTY OF                                )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_ a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Bid dated, \_\_\_\_\_ 20\_\_\_\_\_, to the City of Doral official act and deed of this Joint Venture."

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

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

Secretary: \_\_\_\_\_

(SEAL)

**END OF SECTION**

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(CORPORATE SEAL)

\_\_\_\_\_  
(Name of Corporation)

**END OF SECTION**

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the City of Doral,

We \_\_\_\_\_, hereby acknowledge and  
Prime Contractor

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

\_\_\_\_\_  
(Subcontractor's Names)

\_\_\_\_\_  
to comply with such act or regulation.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

END OF SECTION

**EXHIBIT “A”  
MINIMUM INSURANCE REQUIREMENTS**

**I. Commercial General Liability**

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured  
Primary Insurance Clause Endorsement  
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

**II. Business Automobile Liability**

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds  
City of Doral included as an additional insured

**III. Workers Compensation**

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident  
\$100,000 for bodily injury caused by disease, each employee  
\$500,000 for bodily injury caused by disease, policy limit

**Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.**

**Waiver of Subrogation in favor of City.**

**IV. Umbrella/Excess Liability (Excess Follow Form) can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the**

underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer's Liability.

**V. Cyber Liability (If Applicable)**

- A. Limits of Liability  
Each Occurrence \$1,000,000  
Including Liability for Data Breach, Media Content,  
Privacy Liability and Network Security for third parties.  
Retro Date – Prior to commencement of job.

**VI. Garage Keepers Legal Liability**

- A. Limits of Liability \$500,000  
Comprehensive/ Collision

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

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

Certificate Holder: City of Doral, Florida  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

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

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

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