SUBJECT: COLLISION, REPAIR, PAINT & DENT REMOVAL SERVICES

BID #: SC-0235-19 **OPEN DATE: 10/17/18**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE (1) YEAR FROM DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (9) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to change the vendor name from D.J.'s Auto Body LLC to D.J.'s Collision Center, LLC for the assumption of the City contract with no change to the current pricing or terms and conditions for the period ending November 28, 2019. Total annual expenditure amount of $415,000.00 will remain unchanged.

Funding Source – AFFM511-04601 - To be encumbered by purchase order

Attachments: Recommendation Memo and Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FINANCE AND ADMINSTRATION DEPARTMENT

FLEET MANAGEMENT DIVISION

Jacksonville

Where Florida Begins.

Date: May 3, 2019

To: Gregory Pease, Chief of Procurement Division

Thru: Cris Tongol, Chief of Fleet Management

From: Erik Preacher, Fleet Financial Services Manager

Re: Recommendation of Approval of the vendor change on Group 3 on SC-0235-19

Fleet Management Division is requesting approval for the assumption by D.J.'s Collision Center, LLC, of D.J. Auto Body, with the same pricing and terms and condition of Group 3. Period of Service is November 29, 2018 through November 28, 2019, with Two (2) One (1) year renewal options. Total estimated annual expenditure amount of $415,000.00.

Funding Source: AFFM511-04601 to be encumbered by purchase order.

2581 Commonwealth Ave. Jacksonville, FL 32254 Phone 904 255-7499 Fax 904.381.4607 www.coj.net

5/3/19

D.J.'S Collision Center LLC has Purchased D.J.'S Auto Body LLC and will continue serving the City Of Jacksonville as vendor for Bid # SC-0235-19

All the Terms ,conditions and pricing shall remain the same.

Lori Walker (Operating Owner)

PURCHASE AND SALE AGREEMENT

Darlene Walker (6785 Arching Branch Circle, Jacksonville, Florida 32258) and **Julie Walker** (11949 Greenwood Court, Jacksonville, Florida 32246) (Buyers/Purchasers) and **Stephen Harris** (400 Hamlet Road, Jacksonville, Florida 32221) (Seller), which terms may be singular or plural and include the successors, personal representatives and assigns of Buyers and Seller, hereby agree that Seller will sell and Buyers will buy the following described property with all improvements ("the property"), upon the following terms and conditions and as completed or marked.

Property Description: 1017 McDuff Avenue North, Jacksonville, Florida 32254

Purchase Price: $40,000.00. The purchase price is to be paid by Buyers as follows; $10,000.00 down payment due on May 6, 2019 with $1,500.00 due in monthly installments starting July 1, 2019. Each installment must be paid by the first of each month until purchase price is paid in full.

If the Buyers fail to fulfill their obligations herein, all deposits made hereunder by the Buyers shall be retained by the Seller as liquidated damages.

The parties also agree that in the event of default of purchase agreement/breach of contract, Seller will have the right to reposes all equipment to recover for loan immediately. If there are any additional unsatisfied/untimely unpaid debt, then Seller can pursue the debt by any legal means, meaning that if reposing all equipment does not make Seller whole again, Seller can pursue a breach of contract.

Terms/Conditions of Contract:

1. Buyers agree to keep and maintain current contract with City of Jacksonville and current contracts with Avis/Budget at current contract rate.

2. Buyers agree to obtain insurance necessary for City and Avis/Budget contract.

3. The parties agree that all equipment will stay at the property except for Seller's personal tools, such as tool box and MIG welder, etc.)

4. The parties agree that frame machine, paint booth, chains, binders, Mo Clamp tools, measuring system, snap on AC machine, fans, heaters, one lift, carport cover, air compressors, fork lift are all part of the sale and will remain on the property until Seller is paid in full.

5. The parties agree that all outstanding invoices due to DJ's Auto Body, LLC up to May 3, 2019, will be collected by DJ's Auto Body, LLC. The parties agree that any and all invoices dated May 6, 2019 and after will be due to DJ's Collision Center, LLC.

6. The parties agree that Seller is allowed to use the paint booth as needed for personal project, if requested by Seller.

7. The parties agree that the 1995 Monte Carlo (owner of said vehicle is T-Bo Tillman) located on the property will be finished and painted. The parties agree that Seller will provide paint and material to finish the work on said vehicle.

8. The parties agree that all employees will be paid by DJ Auto Body until May 3, 2019 and payroll responsibility will be DJ's Collision after May 3, 2019.

9. The parties agree that DJ's Collision will transfer all utilities by May 10, 2019.

Initial(s) of Buyers _____ _____ Initials of Seller _____

Governing Law

1. This agreement will be governed by and construed in accordance with the laws of the State of Florida.

2. The parties agree/stipulate that the proper venue for said litigation would be Duval County, Florida.

Expenses and Costs

The parties agree to pay all their own costs/expenses/attorney fees in connection to this Agreement. Any and all future litigation required to enforce this agreement that results in cost to Seller including but not limited to attorney fees and/or lost wages from having to address this Agreement will be responsibility of Buyers.

Mediation

1. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure.

2. Parties agree that Buyers will bear all cost of such a mediation including but not limited to Seller's reasonable attorney fees.

Other Provisions

1. If this agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

2. This Contract is prepared by Counsel for Seller. Counsel in no way represents Buyers nor has given Buyers any legal advice. Counsel has suggested Buyers have an independent attorney review this contract before signing.

Darlene L Walker 5/2/19

Buyer **Date**

Darlene Walker
6785 Arching Branch Circle
Jacksonville, Florida 32258

Witness
Printed Name: Joshua Lawson

Witness
Printed Name: Jannette McCray

Stan Alan Acree
My Commission Expires
February 19, 2021
Commission No. GG 74213

SWORN TO AND SUBSCRIBED before this

2 day of May 2019.
My Commission Expires 02/19/2021
The Affiant is personally known to me _____, or produced Florida Drivers License as identification.

NOTARY PUBLIC

Initial(s) of Buyers DW _____ Initials of Seller SF

Julie Walker 5-2-19

Buyer Date
Julie Walker
11949 Greenwood Court
Jacksonville, Florida 32246

Witness
Printed Name: Joshua Lawson

Witness
Printed Name: Jannette McCray

Stan Alan Acree
My Commission Expires
February 19, 2021
Commission No. GG 74213

SWORN TO AND SUBSCRIBED before this

2 day of May 2019.
My Commission Expires 02/19/2021
The Affiant is personally known to me _____, or produced Florida Drivers License as identification.

NOTARY PUBLIC

5-2-19

Seller Date
Stephen Harris
400 Hamlet Road
Jacksonville, Florida 32221

Witness
Printed Name: Joshua Lawson

Witness
Printed Name: Jannette McCray

SWORN TO AND SUBSCRIBED before this

2 day of May 2019.
My Commission Expires _____.
The Affiant is personally known to me _____, or produced Florida Drivers License as identification.

NOTARY PUBLIC

Stan Alan Acree
My Commission Expires
February 19, 2021
Commission No. GG 74213

Initial(s) of Buyers DW

Initials of Seller

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
D.J.'s Collision Center, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1017 N MCduff Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Jacksonville, Fl 32254

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
8 3 - 4 4 7 8 3 4 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Darlene N Walker Date ▶ 4/25/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

SUBJECT: COLLISION, REPAIR, PAINT & DENT REMOVAL SERVICES

BID #: SC-0235-19 **OPEN DATE: 10/17/18**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE (1) YEAR FROM DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (9) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with North Florida Lincoln for Group 2 by $30,000.00 for the period ending November 28, 2019. Total revised estimated expenditure amount is $395,000.00.

Group 1 (Primary) – Star Automotive - $50,000.00
Group 2 (Primary) – North Florida Lincoln – increase by $30,000.00, not to exceed $65,000.00
Group 3 (Primary) – D. J. Auto Body - $90,000.00
Group 4 (Primary) – Coggin Collision - $30,000.00 (Secondary Groups 1 & 2)
Group 4 (Secondary) – Viverette's Paint & Body Shop - $20,000.00
Group 5 (Primary) - Universal Body Company - $35,000.00
Group 5 (Secondary) - Commonwealth Collision - $20,000.00
Group 6 (Primary) - Dent Wizard - $85,000.00

Funding Source – AFFM511-04601 - To be encumbered by purchase order

Attachments: Recommendation Memo and Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Crisencio Tongol, Chief, Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 3/11/19

_____ _____ OTHER: _____
_____ _____
_____ _____

ACTION OF AWARDING AUTHORITY DATE 3/11/19

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
~~Under Authority of~~
Executive Order No. 2015-05

SUBJECT: COLLISION, REPAIR, PAINT & DENT REMOVAL SERVICES

BID #: SC-0235-19 **OPEN DATE: 10/17/18**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE (1) YEAR FROM DATE OF AWARD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: FLEET MANAGEMENT

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (9) OTHER: (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidders by group as outlined below. Period of service is for one (1) year from date of award with two (2) one (1) year renewal options. Total estimated annual expenditure amount is $365,000.00.

Group 1 (Primary) – Star Automotive - $50,000.00
Group 2 (Primary) – North Florida Lincoln - $35,000.00
Group 3 (Primary) – D. J. Auto Body - $90,000.00
Group 4 (Primary) – Coggin Collision - $30,000.00 (Secondary Groups 1 & 2)
Group 4 (Secondary) – Viverette's Paint & Body Shop - $20,000.00
Group 5 (Primary) - Universal Body Company - $35,000.00
Group 5 (Secondary) - Commonwealth Collision - $20,000.00
Group 6 (Primary) - Dent Wizard - $85,000.00

Funding Source – AFFM511-04601 - $225,000.00; AFFM511-04602 - $140,000.00 – To be encumbered by purchase order

Attachments: Recommendation Memo, Tabulation and Terms and Conditions

ANALYST: _____ Annette Burney **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: C.J. Thompson, Chief, Fleet Management Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 11/29/18

Teresa R Eibner _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 11/29/18

MR

APPROVED _____ DISAPPROVED _____

OTHER _____

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SIGNATURE OF AUTHENTICATION _____