

SOLICITATION FOR CONTINUING SERVICES

CS #24-022, TOWING SERVICES

INTRODUCTION:

Polk County, a political subdivision of the State of Florida, is seeking Submittals from vendors interested in providing government owned vehicle towing services for Polk County's Fleet Management Division for a set payment rate. The services requested are primarily due to either vehicle breakdown or accident-related causes. The County's Fleet Management Division is also responsible for servicing government vehicles for the Cities of Auburndale, Ft. Meade and Lake Wales and therefore this solicitation's scope of work applies to towing services for all County and various City owned vehicles as outlined above.

All responsive, responsible Vendors whose Submittal meets the minimum qualifications and have provided all of the forms/documentation required of this solicitation, will be placed on an Awarded Vendor List (AVL) for these services.

Only towing calls requested by the County's Fleet Management Division are included in this continuing services. The estimated spend for these services, based upon prior actuals, is \$40,000.00. This estimate is not a guarantee.

SCOPE OF WORK:

Vendor will provide towing services on an "as needed", rotational basis. Fleet Management will prepare a rotation listing based both on the geography of Polk County and the Awarded vendors' physical location(s). This will assist the Fleet Management Division with utilizing the vendors within the closest proximity to the vehicle requiring service to expedite towing services. Polk County will pay vendors at the set payments rates listed on the Attachment "A" Rate Schedule.

QUALIFICATIONS

1. Vendor's towing business must be located within Polk County. Evidence of such must be submitted with your submittal to include:
 - Overview of company
 - Towing capabilities (ex. Ability to tow heavy equipment in excess of 35 tons)
 - Equipped for minor road service (e.g. tire changes, jump starts, etc.)
 - Owner information
 - Years in business
 - A minimum of 3 years under the same FEIN number required.

- Company's physical location within Polk County
 - Normal days & hours of Operation
 - Must be available 24 hours/day, 7 days/week.
2. The County reserves the right to inspect the vendor's equipment to validate their inventory and accuracy thereof. A vehicle listing must be provided with your submittal listing all of your current bid related vehicles/ equipment to include:
- Make
 - Model
 - Type
 - GVWR
 - Year

The vehicle listing will be used to validate vendor capabilities to prevent the County from incorrectly tasking a vendor with an assignment beyond their limitations. If a vendor deletes and/or adds a new vehicle an updated list must be provide to the Fleet Management Division for review and reassessment.

3. Vendor must provide two (2) references from clients in which the vendor has performed similar size and scope services as the prime vendor, within the last three (3) years. The references should include:
- Name of Client
 - Address
 - Contact Person
 - Phone Number
 - Email Address
 - Dates of service (start and end date)
 - Brief description of services provided.

References should be submitted with the vendor's submittal or must be provided prior to Award by the Procurement Division.

4. If different then the owner, provide a primary Vendor point of contact for this solicitation to include:
- Contact Name
 - Phone Number
 - Email Address
 - Secondary contact

This Contact person will be the primary contact for the County to call/communicate with any requests for service or levels of service provided during the term of the solicitation. If at any time this information changes it will be the vendors sole responsibility to update Fleet Management staff as soon as possible.

FORMS/OTHER DOCUMENTATION (Submittals should include the following):

- Submittal Sheet/Signature Acknowledgement
- Vendor's Incorporation Information
- Drug-Free Workplace Form
- Insurance Certificate
- Affidavit Certification Immigration Laws
- E-Verify Certification
- Copy of Business Tax Receipt
- Company Overview
- References
- Vendor Point of Contact Information
- Vehicle Inventory Listing

SPECIFICATIONS

1. Vendors are responsible for ensuring that all drivers assigned to this solicitation have a valid driver's license for the appropriate class needed to tow vehicles and equipment, applicable endorsements and permits, as well as hold a PDVL license. The County reserves the right to request a copy of said licenses at any time to verify compliance. By submitting the requirements of this Continuing Services, the vendor is certifying by affidavit they will be in compliance with this specification.
2. When responding to service requests, Vendor will respond with the Class of tow truck or wrecker required to properly and safely tow the vehicle described in the service order. The truck and equipment shall display required permits, licenses or other markings or information.
3. Vendors will need to be available to respond to service calls 24 hours a day, 7 days a week. The County will hold vendors accountable for all aspects of this program including but not limited to quality of service, public interactions, and commitments.

4. **WHEN SERVICES ARE NEEDED:** The County will initially call vendor closest to the site for said services. If the vendor closest to the site cannot complete the services needed within an acceptable timeframe to be agreed to and determined by the Fleet designated Project Manager during the initial call, the County reserves the right to move to the next vendor based on location, and if the second vendor contacted cannot complete the job the County will go to the next vendor based on location and so on and so forth until all vendors are exhausted.
5. If after accepting a service call, the vendor is unable to respond or delayed in responding the vendor must immediately notify Fleet's designated Project Manager.
6. If an awarded vendor is contacted and denies more than 5 service requests consecutively, their award may be cancelled, and vendor may be suspended. The Vendor will be removed from the County's AVL. A call to an awarded vendor will constitute as one turn on the call list. This includes when the vendor fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
7. If there are any similar services that need to be performed that are not included on Attachment "A" – Rate Schedule, prior written approval of the services and the rate to be paid will be negotiated between the vendor and the Fleet Management Division Director. Evidence of such services and rate to be paid should be included as backup to any invoice for such services.
8. **Invoicing:**
 - a. Vendor will be required to provide a detailed invoice within 30 days of services being performed. Each invoice should include:
 - The Continuing Services number 24-022
 - Purchase order number, if applicable.
 - Date of service, vehicle description to include the county's vehicle number and/ or the vehicle identification number (VIN)#.
 - Appropriate rate in accordance with Attachment "A" rate sheet
 - Mileage Fee Charges will be assessed for towed (loaded) miles only. Mileage will begin at the towed vehicle's location and will end at the destination point of the towed vehicle. Both locations must be noted on invoice.
 - Copy of prior written approval for additional services in accordance with Specification#7, if applicable.

9. Ancillary Services:

- Drive Shaft Removal: must provide detailed explanation with backup for invoice.
- Extraction fee:
 - Charge for vehicles requiring extraction from highways, interstates, buildings, crash sites and any location other than what is defined as Winch Outs. Examples: a roll over in a ditch or stuck under another vehicle such as a tractor trailer.
- Winch Outs:
 - Charge for vehicles requiring extraction from ditch or pit or in sand, mud, water, etc. will be paid in accordance with the rate schedule.

TERM

The term of this solicitation is for five years ending on September 30, 2028. A new solicitation will be advertised prior to the expiration of this solicitation, and any/all interested parties will need to provide a new submittal based on the new solicitation's terms and conditions.

SUBMITTAL INFORMATION

By submitting the requirements of this Continuing Solicitation for Services, Vendor acknowledges and agrees to its acceptance of all General Terms and Conditions, Scope of Work, any Specifications and Special Conditions, contained herein.

All requirements must be submitted for the Vendor to be evaluated by both the Procurement and Fleet Management Divisions. Notification regarding Award of the solicitation will be given to the Vendor by the Procurement Division, based upon evaluation of the submitted materials.

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division. The requested information may be submitted via email to procurement@polk-county.net; via fax to (863) 534-6789; mailed or hand delivered to:

Polk County Procurement Division

330 West Church St., Room 150

Bartow, Florida 33830

(863) 534-7593

Attn: Danielle Rose

Bidder Instructions and General Information

Bidder Instructions:

To ensure acceptance of the submittal, follow these instructions:

1. **Execution of Submittal:** Submittal must contain a signature of an authorized representative in the space provided on the signature page.
2. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all addendums, amendments and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
3. **Taxes:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
4. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
5. **Mistakes:** Bidders are required to examine the specifications, delivery schedule, prices and all instructions pertaining to the requirements of this solicitation. Failure to do so will be at bidder's risk.
6. **Invoicing and Payment:** The successful bidder shall submit an invoice to the County at the prices contained herein. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Bidders performance of the Service or the County's acceptance of any work.
7. **Conflict of Interest:** All bidders must disclose, with their submittal, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this solicitation shall be subject to the provisions of Chapter 112, Florida Statutes.
8. **Warranty:** Unless otherwise specified, the bidder agrees that the goods furnished under this solicitation shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this solicitation.
9. **Addendum:** Any changes in the solicitation shall be made in the form of a written addendum/amendment by the Procurement Director or designee. No other person shall be authorized to make changes verbally or in writing. If an

addendum/amendment is issued, the addendum/amendment sheet should be signed and submitted with your bid submittal.

10. **Liability:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
11. **Patents and Royalties:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the solicitation, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
12. **Cone of Silence:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this solicitation with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Solicitation and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this solicitation and for bids or contracts to be awarded pursuant to RFPs, or Invitations for Bid that the County may issue in the future.
13. **Bid Protest:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”

14. **Indemnification:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this

solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

15. **Public Entity:** 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 bid 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 construction or repair of a public building or public work, may not submit bids on leases 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
16. **Submittals:** All submittals must be completed and submitted either by mail or submitted electronically by email or fax. The submittal(s) shall be submitted on the forms provided by Polk County. All submittals are subject to the conditions herein; failure to comply will subject submittal to rejection.
17. **Prices, Terms and Payment:** Prices include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance.
18. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
19. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
20. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current model at the time of submittal) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
21. **Silence of Specifications:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
22. **Governmental Restrictions:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this solicitation prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an

- alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
23. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
 - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause for rejection of submittal.
 24. **Inspection, Acceptance and Title:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
 25. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after award. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
 26. **Code of Ethics:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this solicitation, such bidder may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. **Definitions:**

- The term “County” means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- The term “Contract” means this solicitation document, any and all Addenda or Amendment issued, and the Contractors submittal.
- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.

2. **Award(s):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the Special Conditions; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:

- Vendor’s evaluation – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the bidder to fulfill the contract.
- Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.

4. **Non-Conformance to Bid Conditions:** Services not delivered as per delivery date in solicitation and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

5. **Assignment:** Any purchase order issued pursuant to this solicitation and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director or designee.

6. **Disputes:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

7. **Facilities:** The County reserves the right to inspect the bidder’s facilities at any time, with prior notice.

8. **Placing of Orders:** The award of this solicitation does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
9. **Precedence:** Any requirement set forth in any section of the solicitation documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
10. **Termination/Suspension:** The County may terminate the Contract resulting from this Solicitation at any time, in whole or in part, in accordance with and subject to the following:
 - a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
 - b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations, has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.
 - c. Upon receipt of any termination notice as described above, the Contractor shall:
 - Immediately discontinue all work unless the County's notice directs otherwise, and
 - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.
 - d. In the event this Solicitation and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.
17. **Annual Appropriations:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in

succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

18. **Price Increase:** The Procurement Director reserves the right to increase/decrease price after the solicitation has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) for Other Intercity Transportation, unless otherwise stated in the Special Conditions.
 19. Any Additions, Deletions, or Revisions to this Solicitation for Continuing Service, including Fees, will be issued in the form of an Amendment by the Procurement Division and will be posted on the County's website. All Awarded vendors will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Awarded Vendor that does not return a signed Acknowledgement of the acceptance of the addenda terms and conditions will be removed from the awarded list until such acknowledgement is accepted.
 20. **Uncontrollable Forces (Force Majeure):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.
- In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within

the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

21. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

22. **Employment Eligibility Verification (E-Verify)**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

- C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

23. **Attorney's Fees and Costs:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

24. **Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i) keep and maintain public records required by the County to perform the services required under this Agreement;

(ii) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY**

**330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

25. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- (i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- (ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
- (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

26. **No Construction Against Drafter:** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

Signature Acknowledgement

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this submittal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a submittal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this solicitation and certify that I have read and understand the solicitation documents. I have completed and submitted all submittal forms, and I am authorized to sign this submittal for the vendor. In submitting a submittal to the County, the vendor offers and agrees that if the submittal is accepted, the vendor will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the vendor.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This solicitation may be used by any other Government Agency. YES NO N/A

Vendors Incorporation Information

(Submittal Page)

The following section should be completed by all vendors and submitted with their submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that, (Name of the Business): _____ does:

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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, 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 condition 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 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 a 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.

Vendor Signature: _____

Date: _____

Insurance Requirements

The selected vendor, if any, shall maintain, on a primary basis and at its sole expense, the following insurance coverages, with the limits and endorsements described in this section.

Commercial General Liability: Not less than \$1,000,000 combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including coverage for Product/Completed Operations, Contractual Liability and Cross Liability. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability coverage.

Business Automobile Liability: Not less than \$2,000,000 combined single limit resulting from any one accident. Coverage shall include liability for Owned, Non-Owned and Hired automobiles and shall be primary over any other available coverage.

Pollution Liability: Not less than \$1,000,000 Each Occurrence.

Workers' Compensation: Contractor shall maintain Workers' Compensation coverage as required by Florida Statute, including those that may be required by any applicable federal statute. Contractor shall maintain Employers Liability limits not less than \$1,000,000.

The selected vendor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County for General Liability, Business Automobile Liability, and Pollution Liability policies of insurance. The certificate holder must be **Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830**. All policies shall contain a waiver of subrogation in favor of Polk County.

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

Failure to provide an updated Certificate of Insurance upon expiration or cancellation will cause the Vendor's name to be removed from the awarded vendors list. Should the vendor provide an updated or new certificate of insurance meeting the above requirements, the vendor's name will be added to the awarded vendors list again.

Insurance

(Submittal Page)

By signing below, the Vendor is stating that they fully understand the insurance requirements for the project and if awarded the continuous service will provide all insurance coverage as required in Continuous Service.

The requirements are as follows:

- Vendor is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for Pollution liability, business Automobile liability and commercial General liability.
- The General Liability and Workers Compensation policy will contain a waiver of subrogation in favor of Polk County

Company Name: _____

Vendor Signature: _____

Safety Requirements/Regulations

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Vendor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Vendor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All Vendors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Vendor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Vendor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Vendor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Vendor in the planning of a safe work site.

1.4 The Vendor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Vendor's superintendent unless otherwise designated in writing by the Vendor to the County. All communications to the superintendent shall be as binding as if given to the Vendor.

Safety Requirements/Regulations Form

Vendor must sign and have notarized:

The undersigned vendor hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this _____ day of _____, 20_____

Name of Firm _____

By _____

Title of Person Signing: _____

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY VENDOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”)}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

VENDOR ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: _____

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

ATTACHMENT “A: RATE SCHEDULE

Item	Description/per class	Hook Up Fee	Fee Per Mile (Loaded Only)	Hourly Rate for Extraction OR Accident Standby Fee
1.	Light duty vehicles (including parts), equipment and vessels (up to 10,000 lbs. GVW)	\$140.00	\$6.00	\$130.00
2.	Medium duty vehicles (including parts), equipment and vessels (10,001-19,000 lbs. GVW)	\$200.00	\$6.00	\$205.00
3.	Heavy duty vehicles (including parts), equipment and vessels (over 19,001 lbs. GVW)	\$250.00	\$7.00	\$240.00
4.	Ambulance	\$200.00	\$7.00	\$205.00
5.	Use of Landoll or detachable for heavy fire apparatus and heavy equipment	\$320.00	\$8.00	\$320.00
6.	Rotator	\$320.00	\$8.00	\$480.00
Ancillary Fees		Cost		
7.	Drive shaft removal or miscellaneous labor required to make the vehicle towable	\$100.00 (with detailed explanation noted on invoice)		
8.	4x4 wrecker per specifications #9	1.5 times winch out fee stated for the above vehicles		
9.	Winch Out Fee	Hook Up fee + Hourly Extraction fee (only 1 hook fee if towing is required)		

Notes:

Total to include all delivery, fuel fees, transportation charges and all other associated cost. The County will not be held responsible for any other fees not mentioned within this Continuing Service. Services not provided for on Attachment A, and not pre-approved by the Fleet Management Division in accordance with Specifications #7, will not be paid to the Vendor.

Definitions in reference to Attachment “A”:

- “Vehicle” means any mobile item, whether motorized or not, which is mounted on wheels.
- “Vessel” means every description of watercraft, barge, and airboat used or capable of being used as a means of transportation on water, other than a seaplane or a “documented vessel” as defined in Florida Statute [327.02](#)
- “Wrecker” means any truck or other vehicle which is used to tow, carry, or otherwise transport motor vehicles or vessels upon the streets and highways of this state, and which is equipped for that purpose with a boom, winch, car carrier, or other similar equipment.
- “Equipment” means the set of articles or physical resources serving to equip a person or thing: such as. (1): the implements used in an operation or activity: apparatus. (Anything that doesn’t fall under a vehicle or vessel in this case.)