

**SOLICITATION FOR CONTINUING SERVICES  
CS #19-642  
SECURING OF STRUCTURES**

**INTRODUCTION**

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing services for correcting securing of open structures for Polk County. Vendors must submit certificate of insurance and copy of business tax receipt with the required information. Insurance and business tax receipt information must be provided prior to commencement of services. All vendors submitting the required information shall have an opportunity to participate.

**SCOPE OF WORK**

The Code Enforcement Division is in continual need of companies to provide “as needed” services for correcting securing of open structures for non-county owned properties in violation of the county’s Code’s Ordinance.

**TERM**

This is an on-going service and will be reviewed at least annually.

**SUBMITTAL OF RESPONSES**

Interested parties are invited to submit their responses to the Procurement Division. The requested information may submitted via email to michaelguerrero@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) 534-6789  
Attn: Michael Guerrero**

**SUBMITTALS**

Submittals must include the following:

- References
- Submittal Sheet
- Affidavit Certification Immigration Laws
- Insurance Certificate
- Polk County Local Business Tax Receipt

# SUBMITTAL SHEET

## CS 19-642, Securing of Structures

- |  |  |
|--|--|
| I Agree to the Terms and Conditions      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Certificate of Insurance                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Affidavit Certification Immigration Laws | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Polk County Local Business Tax Receipt   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| References                               | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**Vendors must submit certificate of insurance and Affidavit Certification Immigration Laws form with submittal sheet.**

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 tenders final payment to the vendor.

VENDOR NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PHONE NUMBER: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_

# SPECIFICATIONS

1. The vendor(s) will be responsible for correcting open structure violations that have resulted in Orders of Enforcement from the Code Enforcement Special Magistrate Ordinance 07-058 and/or a result of the Demand for Removal process – Ordinance 08-047; Property Maintenance Ordinance.
2. The areas of work are within the boundaries of Polk County excluding all areas contained within the municipalities.
3. The county reserves the right to request a list and pictures of any or all equipment to be used in the services outlined within these specifications of the intended awardees.
4. The vendor(s) shall board up open or broken windows and doors to secure properties. Using weather resistant screws every 12 inches and pressure treated plywood.
5. All labor should be included per sheet of 8' x 4' x ½ inch of plywood installation. All materials will be reimbursed at cost and up to a ten (10) percent mark-up will be allowed. Vendor(s) must provide copies of the receipts for materials purchased with the invoice in order to be reimbursed.
6. Reworking required due to negligence or inadequate procedures of the vendor will be the sole responsibility of the vendor and shall be completed within 10 days of notification. No additional payment will be due for the reworking of non-acceptable areas.
7. The vendor(s) shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the vendor.
8. Jobs are to be completed within 14 days from the notice to proceed being issued and emailed to the vendor.
9. The vendor(s) is responsible for taking “before and after” digital pictures of the property with date stamps. The pictures must be submitted with all invoices to the Code Enforcement Manager.
10. The vendor(s) will receive \$50 as a mobilization fee to mobilize to the location unless the work order is cancelled prior to the vendor(s) arriving at the location.

# SPECIAL CONDITIONS

1. Vendor(s) will be emailed individual work orders as they become available from the Code Enforcement Division. If the vendor(s) does not complete a work order within 14 calendar days, the work order will be cancelled and the next vendor(s) in rotation will be emailed to complete the work order. The successful vendor(s) must provide the Code Enforcement Office Manager a contact email to be used for issuing work orders.
2. If a vendor(s) fails to complete the work within the 14-day timeframe they will be issued a warning. Failure to complete a work order within the 14-day timeframe three (3) consecutive times in a calendar year, may cause the vendor(s) to be terminated and suspended for up to two (2) years or debarment in accordance with the procurement policies and procedures.
3. Vendor(s) must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the county. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor(s).
4. Three (3) references of similar work within the past five (5) years, must be included with the submittal information. The list must contain the client's name, address, phone number, and email address. References may be verified prior to award.

# PRICE SHEET

Description	Price
Cost of all labor per sheet of 8' x 4' x 1/2" of pressure treated plywood installed	\$20 /each
Mobilization Fee	\$50 /per location

\*Price includes all costs associated with administrative delivery and installation. All materials will be reimbursed at cost and up to a ten (10) percent mark-up will be allowed. Vendor(s) must provide copies of the receipts for materials purchased with the invoice in order to be reimbursed.

## GENERAL CONDITIONS

### **INDEMNIFICATION**

The vendor shall, in addition to any other obligation to indemnify the county and to the fullest extent permitted by law, protect, defend, (by counsel reasonably acceptable to county) indemnify and hold harmless the county, their agents, elected officials and employees from and against, including, but not limited to, all claims, actions, liabilities, losses, expenses (including attorney's fees) and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the vendor in the performance of the work; or liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

### **INSURANCE REQUIREMENTS**

Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Non-construction industry sole proprietors and partners are automatically exempt by Florida Law from the provisions of Chapter 440, Florida Statutes (Workers' Compensation). The successful vendor must provide a letter stating the exemption status and number of employees.

Worker's Compensation	Statutory Limits
Employers Liability	\$1,000,000
General Liability	\$1,000,000
Automobile Liability:	\$1,000,000

Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Vendor); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; Independent Contractors;

Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

The Certificate Holder must be stated as:

**Polk County a political subdivision of the State of Florida  
Drawer AS05, P.O. Box 9005  
Bartow, Florida 33831**

**The County must be named as additional insured in regards to General Liability.**

The wording required in the description field is:

“Polk County, a political subdivision of the State of Florida, is named as an additional insured with respect to General liability arising from the work performed as described in CS #19-642, Securing of Structures.”

**The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate**

Certificate of insurance must be submitted with response.

**PUBLIC ENTITY CRIMES STATEMENT**

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/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 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting the required information, the vendor hereby certifies that they have complied with said statute.

**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).

**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.

## **PUBLIC RECORD LAWS**

(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:

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

(2) 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;

(3) 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

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

