

**SOLICITATION FOR CONTINUING SERVICES  
CS #20-667  
Heavy Duty Equipment & Tool Rentals**

**INTRODUCTION**

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in assisting with in-house projects by providing heavy duty equipment & tool rentals. Award will be made to all responding vendors meeting specifications. Vendors must submit their certificate of insurance, Affidavit Certification Immigration Laws, and submittal sheet. Failure to submit the required documents listed above shall subject the submittal to rejection.

**SCOPE OF WORK**

By submitting a Submittal, Vendor is acknowledging that they agree to the Terms and Conditions of this Continuing Service. Vendor will provide "as needed" heavy duty equipment & tool rentals for in-house projects for Polk County. Vendor shall provide Polk County a minimum 10% discount off the rental retail/catalog price or rental sale price whichever is less, on purchases made by Polk County employees on behalf of the County. Invoices must be detailed and include the discount off as a separate item to ensure the discount has been applied to the rental. Excluded from the minimum 10% discount are any fees assessed due to damage, fuel or cleanup upon return of item. This discount does not apply to employee personal purchases. Vendors will be held accountable for their adherence to the established percent discount or sale price, as applicable, or be subject to removal from the Awarded Vendor List, as defined below.

Purchases may be made by Polk County employees utilizing their County purchasing card or through the issuance of a purchase order.

**TERM**

This is an on-going need and will stay in place until terminated. After receipt and verification of required information, vendors will be added to the "Awarded Vendor List."

Any Additions, Deletions, or Revisions to this Solicitation for Continuing Service 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 within five (5) business days will be removed from the Awarded Vendor List.

**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](mailto: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**

## **SUBMITTALS**

Submittals must include the following:

- Submittal Sheet
- Insurance Certificate
- Copy of Business Tax Receipt

Vendor acknowledges and agrees that its response and submittal to this Solicitation for Continuing Services constitutes its acceptance of all terms and conditions contained herein, the General Terms and Conditions, the Specifications and by submitting a response, Vendor consents and agrees to be fully bound by the same.

# SUBMITTAL SHEET

## CS 20-667, Heavy Duty Equipment & Tool Rentals

- I Agree to the Terms and Conditions       Yes    No
- Certificate of Insurance                       Yes    No
- Affidavit Certification Immigration Laws    Yes    No

**Vendor 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 County will hold vendors accountable for all aspects of this program including but not limited to quality of materials and commitments.
2. Vendor acknowledges that County employees must provide a copy of the current published price (catalog, sales ad, screen shot of web page, etc.) along with their receipt showing the actual charge and 10% or more discount was received. Accordingly, Vendor must provide an itemized receipt with a detailed description of each item purchased, which includes the regular retail price, along with the sale or discounted price actually charged.
3. For purchases made through Purchase Order, all prices shall include delivery and transportation charges.
4. Vendors must be able to offer a variety of heavy duty equipment & tool rentals. Vendor must supply each County Division that is using this solicitation with a full catalog and updates as new catalog lines are issued.

# GENERAL TERMS AND CONDITIONS

## 1. INSURANCE REQUIREMENTS

Vendor(s) shall purchase and maintain 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 performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, P.O. Box 9005, Drawer AS05, Bartow, Florida 33831.

Workers' Compensation Insurance required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

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:

Completed Operations: \$1,000,000, Broad Form CG&L \$1,000,000.

Comprehensive Automobile Liability Insurance \$1,000,000.; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.

The policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued. Any questions regarding insurance requirements may be directed to Ben Davis, Polk County Procurement Division, at (863) 534-5935 or bendavis@polk-county.net.

The Certificate Holder must be stated as:

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

The County must be named as additional insured in regards to General and Automobile 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 and Automobile liability arising from all work performed for Polk County. The policies shall contain a waiver of subrogation in favor of Polk County for Workers Compensation and General Liability."

2. ACCEPTANCE. The Seller shall be bound by all purchases made pursuant to this Solicitation for Continuing Services and its terms and conditions when it delivers the goods ordered or render the services ordered by the County.
3. TITLE. The risk of loss of goods covered by all purchases made pursuant to this Solicitation for Continuing Services shall remain with the Seller until the goods have been delivered to a designated site and actually received by the County. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.
4. DOCUMENTS. All plans, specifications, drawings and data which have been made available to Seller in connection with all purchases made pursuant to this Solicitation for Continuing Services, or which relate to work or materials to be furnished there under, are hereby incorporated and made a part thereof.
5. CHANGES. The County may unilaterally and at any time or from time to time order additions, deletions, or revisions in the services/goods. These changes will be authorized by a Change Order. Additional services performed by the Seller without authorization of a written Change Order will not entitle the Seller to an increase in all purchases made pursuant to this Solicitation for Continuing Services price or an extension of all purchases made pursuant to this Solicitation for Continuing Services time.
6. INSPECTION. The goods and services purchased there under are subject to the inspection and approval of the County. The County reserves the right to reject goods and services which do not conform to provisions of all purchases made pursuant to this Solicitation for Continuing Services.
7. DEFAULT. If the goods and services fail to pass inspection or approval, or if the Seller fails to perform the services at the time specified therein, or fails to perform any other provisions of all purchases made pursuant to this Solicitation for Continuing Services and does not correct such failure within a period of ten (10) days after receipt of written notice from the County, then the County may cancel the whole or any part of the goods or services ordered without liability to the County. In the event of such a default, the County may purchase such goods and services elsewhere and deduct the cost from any money due or becoming due to Seller. This shall not limit the County's right to such other remedies as may be available by law.
8. WARRANTY. Seller warrants that the goods and services covered by all purchases made pursuant to this Solicitation for Continuing Services will comply with the plans, specifications, drawings and descriptions furnished or specified by the County; that the goods and services will be of good material and workmanship and free from defects. This warranty shall survive acceptance of any goods or services.
9. INSURANCE. The Seller shall maintain the insurance required by the County, which includes: workers' compensation, property liability and automobile liability. If Seller fails to do so, the County may procure such insurance and charge the cost thereof to the Seller.
10. The firm 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, or 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 firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

11. STATEMENT OF ASSURANCE. During the performance of the work specified in all purchases made pursuant to this Solicitation for Continuing Services, the Seller assures the County that said Seller is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Human Rights Act of 1992, in that the Seller does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status discriminate in any manor against said Seller's employees or applicants for employment. The Seller understands and agrees that all purchases made pursuant to this Solicitation for Continuing Services is conditioned upon the veracity of the Statement of Assurance. Furthermore, the Seller assures the County that said Seller will comply with Title IV of the Civil Rights Act of 1964 when Federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and regulations prohibiting discrimination, as hereinabove referenced, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
12. APPLICABLE LAW. All purchases made pursuant to this Solicitation for Continuing Services shall be governed by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the U.S. District Court for the Middle District of Florida, located in Hillsborough County, Florida.
13. INVOICING & PAYMENT. Seller shall submit a properly certified invoice to the County at the prices stated on all purchases made pursuant to this Solicitation for Continuing Services. **An original invoice shall be submitted to the appropriate User Division.** The Seller shall include all purchases made pursuant to this Solicitation for Continuing Services number on all invoices. Invoices produced as a result of an online order or use of a purchasing card will not need to be attested by affidavit to the accuracy of all charges as each division utilizing this solicitation is responsible for ensuring the 10% discount has been applied. 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 Sellers performance of the Service or the County's acceptance of work.

**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 #20-667, Heavy Duty Equipment & Tool Rentals"

**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**

