

CONTINUING SOLICITATION FOR SERVICES

CS #24-330, Body Shop Services

(As Revised August 1, 2025)

INTRODUCTION:

Polk County, a political subdivision of the State of Florida, is seeking Submittals from vendors interested in providing body shop services for a set payment rate. The services requested are repairs to automotive, light trucks, medium trucks, heavy-duty trucks, trailers, and motorized equipment.

All responsive, responsible Vendors whose Submittals meet the minimum qualifications and have provided all the forms/documentation required of this solicitation, will be placed on a Qualified Vendor List (QVL) for these services.

The estimated spend for these services, based upon prior actuals, is \$250,000. This estimate is not a guarantee.

QUALIFICATIONS

1. Vendor must have been in business under the same FEIN number for the past two (2) years. Evidence should be provided with submittal.
2. 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
 - i. Phone number and email address
 - Dates of service (start and end date of the services)
 - Brief description of services provided.
 - i. To include (types of vehicles repaired, types of repairs, number of repairs, etc.)
3. Provide a primary and secondary Vendor point of contact for this solicitation to include:
 - Contact Name
 - Phone Number
 - Email Address

The Contact persons provided will be the primary and secondary 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 Division staff as soon as possible.

All documentation and information requested in the Qualifications section should be included with the vendor's submittal or must be provided prior to being placed on the QVL.

SCOPE OF WORK:

Vendor will provide body shop services on an "as needed", rotational basis. Fleet Management will prepare a rotation listing. Rotation will take into account the firm's capabilities and the length of time to repair. Polk County will pay vendors at the set payment rates on the Rate/Fee Schedule contained herein.

SPECIFICATIONS

WHEN SERVICES ARE NEEDED

The County will call and/or email vendor when services are needed on a rotational basis. The vendors will have no more than 1 business day to respond accepting the service request. If the vendor cannot complete the services needed, the County reserves the right to move to the next vendor, if the second vendor contacted cannot complete the services, the County will go to the next vendor and so on and so forth until all vendors are exhausted.

The vendor will need to pick up the vehicle within two (2) business days of accepting the service request. The vendor will need to inspect the vehicle within two (2) business days after pickup. A Written Estimates shall be delivered, faxed, or emailed within one (1) business day after inspection for all vendors to Polk County Fleet Management.

Polk County Fleet Management

2490 Bob Phillips Road

Bartow, FL 33830

Fax: (863) 534-0390

Email: dianaholcomb@polk-county.net

mimihardee@polk-county.net

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.

Failure to meet the agreed upon times shown above may be cause for the County to seek an alternate source to meet their requirements. A second failure to meet County requirements may be cause for removing the vendor from the annual rotation.

If a qualified vendor is contacted and denies more than 5 service requests consecutively, they will be removed from the County's QVL. A call to a qualified 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.

1. The County will hold vendors accountable for all aspects of this program including but not limited to workmanship, quality of materials and commitments, which seem excessive or limiting.
2. The County reserves the right to inspect the workmanship quality of each assignment prior to approval of payment. Additionally, with 30 days written notice, the County reserves the right to remove a vendor from the rotation due to poor quality, excessive delays in work completion, or other factors which may contribute to poor execution by the vendor.
3. Returning County vehicles to productive service as soon as possible is a primary consideration in the selection of outside vendor services. If the firm due for the next selected job cannot perform the repairs in a reasonable length of time due to current workload or other factors, the County reserves the right to select the next vendor in rotation to perform the work.
4. All vendors agree to provide towing pickup of the damaged vehicle and delivery (return) of the repaired vehicle at the conclusion of the work. Towing provided by the vendor will be paid using the towing rates on the Rate/Fee Schedule contained herein. Towing provided by subcontractors will be reimbursed at the actual cost. A copy of the invoice from the subcontractor must be attached to the invoice in order to be reimbursed for those costs.
5. Vendors should presume all costs for damage repairs will be the sole responsibility and therefore paid by, Polk County, not an insurance company.
6. The County reserves the right to provide parts to the selected vendor.
7. Vendors are to provide an estimate and obtain approval to perform the services prior to any work being performed.

8. The County reserves the right to competitively audit estimates and repair commitment times. This audit may be accomplished using independent adjusters, competing body shops, Mitchell, or any other means determined by the County.
9. The County reserves the right to have (2) estimates completed from any of the vendors on the rotation list and choose the most reasonable estimate.
10. The vehicles are categorized as follows:
 - a. Automotive and Light Truck – Meaning sedans, SUVs, and Light pickups up to F150 type trucks.
 - b. Medium to Heavy-Duty Trucks – Meaning anything above a F150. Examples are F250 up to large dump trucks and semi tractor trailers.
 - c. Misc. Trailer/Equipment – Meaning any trailers such as lawn, dump trailers and lowboy units. Equipment would tractors, excavators skid steers and lawn mowers. Misc. would be anything not automotive related that needed to be repaired or painted.
11. Description of Work
 - a. Body Labor - The labor it takes to repair body parts (i.e. door panels, fenders, hoods, and bumpers).
 - b. Painting/Refinishing Labor - The labor it takes to paint and refinish the vehicle repairs after completed.
 - c. Painting Supplies/Materials Hourly Rate- Hourly rate used to reimburse for supplies/materials used while painting. This is an industry standard. The number of hours for Painting Supplies/Materials is the actual hours claimed for the Painting/Refinishing of the vehicle.
 - d. Mechanical - The labor involved in repairs to mechanical items related to the entire drive train of the vehicle. (i.e. engine, transmission, axles, and A/C).
 - e. Frame - The labor involved repairing the frame and mounts on which the body sits.
 - f. Aluminum - The labor involved on any repairs related to aluminum body parts, and cargo boxes.
 - g. Welding - The labor involved with any welding work necessary for repair.
 - h. Flex Additive – The use of flex additives to increase chip and impact resistance.
 - i. Hazardous Waste Removal – The labor to removal and disposal of any hazardous waste
 - j. Car Cover – The cover that protects the vehicle when it is being painted and repaired.
 - k. Sublet - Subcontracted work including but not limited to specialized towing, glass repair, tinting, etc.

SPECIAL CONDITIONS

1. The period of performance for this solicitation is through April 30, 2029, (“termination Date”). Unless a Vendor is otherwise terminated in accordance with General Information Item #11. This solicitation may be extended by the Procurement Director or designee at the end of the term in order that the service be continued when a new solicitation has not yet been put in place, in no event shall the term be extended for greater than one hundred and twenty (120) days.
2. Performance of Work: Portions of the work required under this solicitation may be performed by subcontractors. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the vendor or subcontracted out must meet all regulated deadlines.
3. Vendors 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 being placed on the QVL.
4. Vendors must register in our Vendor Database if you have not already done so prior to being placed on the QVL. A purchase order cannot be issued to a vendor until they are registered. You may register at the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.
5. Any amendments to this solicitation, which includes, an increase/decrease in pricing, additions, deletions, or modifications to the solicitation will require the Procurement Director’s (or designee) approval. All vendors will be required to acknowledge and approve all amendments to remain on the QVL.
6. Vendor will be required to provide a detailed invoice within 30 days of services being performed. Each invoice should include:
 - The Solicitation for Continuing Services number
 - Purchase order number, if applicable
 - Invoice # or identifier
 - Invoice date
 - Make/Model of the vehicle along with the VIN number
 - Copy of the original estimate. The final invoice does not need to match the estimate, yet the estimate needs to be included with the final invoice.
 - A detailed description of the service provided to include pricing that matches the services performed from the Rate/Fee Schedule.
 - Total to include all associated cost. The County will not be held responsible for any other fees not mentioned within this Continuing Solicitation for Services.

7. The County's Fleet Management staff will review the invoice for accuracy and to ensure the pricing for the category type of vehicle and labor rate charge is accurate. Once verification of accuracy of category type is performed, one of the following Fleet Management staff will sign off on the invoice. Customer Service Coordinator, Shop Supervisor or Fleet Operation Manager. The staff member will clearly write approved, print their name, sign and write the date they approved.
8. County may employ other vendors to perform the work or self-perform the work described. Vendors are not being employed as the exclusive vendor to perform any such services.

RATE/FEE SCHEDULE

The rate/fee listed below is all inclusive. The County will not be responsible for any other fees not mentioned within this Continuing Solicitation for Services.

Materials and parts(other than painting supplies/materials will be billed at no more than cost plus twenty (20%) percent mark-up. Shipping and delivery costs associated with the materials and parts are to be billed at the same percent markup. A copy of the invoice or paid receipt must accompany vendors invoice documenting the actual cost of the material/part/sublet to be reimbursed.

Sublet or subcontracted work will be reimbursed at actual cost. A copy of the invoice or paid receipt must accompany vendors invoice documenting the actual cost of the services.

RATE/FEE SCHEDULE

Item	Description of Work	Hourly labor Rate	Parts markup % from cost*
1	Automotive and Light Truck (up to 17,500 GVW) Body Labor	\$42.00	20%
2	Medium to Heavy-Duty Trucks Body Labor	\$54.00	20%
3	Misc. Trailer/Equipment repair	\$65.00	20%
4	Painting/Refinishing Labor	\$42.00	
5	Painting Supplies/Materials Hourly Rate	\$32.00	
6	Mechanical Rate	\$85.00	
7	Frame Rate	\$85.00	

8	Aluminum Rate	\$85.00	
9	Welding Rate	\$85.00	
Item	Description of Work	Unit Price	
10	Flex Additive	\$8.00 each	
11	Hazardous Waste Removal	\$5.00 each	
12	Car Cover	\$10.00 each	
13	Towing – Pickup	\$150.00	
14	Towing – Return	\$150.00	

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, Special Conditions, and pricing contained herein.

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

FORMS/OTHER DOCUMENTATION

Submittals should include the following:

- Evidence of FEIN/TIN number as required in the Qualifications.
- References as required in the Qualifications.
- Vendor Point of Contact Information as required in the Qualifications.
- Copy of Polk County Local Business Tax Receipt
- Submittal Sheet/Signature Acknowledgement
- Drug-Free Workplace Form
- Insurance Certificate meeting requirements of solicitation
- Safety Requirements/Regulations Form
- Affidavit Certification Immigration Laws
- Employment Eligibility Verification (E-Verify) Certification

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division via email at procurement@polk-county.net or mail/hand deliver to:

Polk County Procurement Division
330 West Church St., Room 150
Bartow, Florida 33830
(863) 534-7593
Attn: Ken Brush

Vendor Instructions and General Information

Vendor Instructions:

To ensure acceptance of the solicitation, follow these instructions:

Solicitation documents must be delivered to the Procurement Division

1. **Execution of Submittal:** Submittal must contain an original signature of an authorized representative in the space provided on the Signature Acknowledgement form.
2. **County as Gatekeeper of Documents:** This document is issued by Polk County and as such shall be the sole distributor of all amendments (changes) to these documents. It is the responsibility of the vendor 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 vendor should not rely on such sources for information regarding the solicitation.
3. **Taxes:** Vendors 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 solicitation.
4. **Discounts:** Vendors may offer a cash discount for prompt payment.
5. **Mistakes:** Vendors 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 vendor's risk.
6. **Invoicing and Payment:** Vendor shall submit an invoice to the County at the prices contained herein. **An invoice shall be submitted to the appropriate User Division.** The vendor shall include the solicitation number and/or the purchase order number, date services were provided, and description of services provided on all invoices. By submitting an invoice, vendor'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 Vendors performance of the Service or the County's acceptance of any work.
7. **Conflict of Interest:** All vendors 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 vendors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the vendor's firms or

any of their branches. Qualified vendors for this solicitation shall be subject to the provisions of Chapter 112, Florida Statutes.

8. **Warranty:** Unless otherwise specified, the vendor agrees that the goods furnished under this solicitation shall be covered by the most favorable commercial warranty the vendor 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. **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 solicitation and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
10. **Patents and Royalties:** The vendor, 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 vendor uses any design, device or material covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the solicitation prices include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
11. **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.

12. **Public Entity:** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.
13. **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.
14. **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.
15. **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).
16. **Packaging:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
17. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new (current model) unless otherwise specified in the specifications. The vendor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Vendor shall strictly adhere to delivery specifications.
18. **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.
19. **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.

20. **Toxic Substances: Notice of vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442.106, 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.
21. **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.
22. **Samples:** Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the vendor’s expense. Each individual sample must be labeled with vendor’s name, manufacturer’s brand name and number, solicitation number and item reference. Vendors 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 submittal. If a request for return and instructions are not received within this time, the Procurement Division shall dispose of the samples.
23. **Code of Ethics:** If any vendor 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 vendor may be disqualified from performing the work described in this solicitation or from furnishing the goods or services for which the solicitation is submitted and shall be further disqualified from bidding on any future solicitations 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 qualified vendor(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 place vendors on the QVL; to reject any submittal or waive any minor irregularities or technicalities in submittals received. In determining a responsive and responsible vendor, the following may be considered:

- Vendor’s evaluation – quality of performance on previous projects.
- The ability, capacity, equipment and skill of the vendor to fulfill the contract.
- Whether or not the vendor can fulfill the contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
- The previous and existing compliance by the vendor 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 vendor to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the solicitation.

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

4. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor’s social, political, or ideological interests when determining if the

Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

5. **Non-Conformance to Continuing Solicitations Conditions:** Services not delivered as per delivery date in solicitation and purchase order may result in vendor being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to solicitation conditions may result in immediate cancellation of the purchase order.
6. **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.
7. **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 division director shall be final and binding on both parties.
8. **Facilities:** The County reserves the right to inspect the vendor's facilities at any time, with prior notice.
9. **Placing of Orders:** Being placed on the QVL does not constitute an order. Before any services can be performed, the vendor must receive written or oral notification in accordance with the practices of the User Division.
10. **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.
11. **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 Vendor.
 - 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 Solicitation and/or the resulting Contract.
12. **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.
13. **Price Increases/Decreases, Additions, Deletions, or Revisions** to this Continuing Solicitation for Services, will be issued in the form of an Amendment by the Procurement Division and will be posted on the County's website. All vendors on the QVL will be notified via email and will be required to acknowledge the Amendment and their consent thereto. Any Vendor on the QVL that does not return a signed Acknowledgement of the acceptance of the amendment terms and conditions will be removed from the QVL until such acknowledgement is accepted.
14. **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.

15. **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 qualified vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

16. **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 vendor 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 vendor or subcontractor. The vendor acknowledges and agrees that (i) the County and the vendor may not enter into this Agreement, and the vendor 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 vendor 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 vendor 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 vendor, the vendor may not be awarded a public contract for a period of 1 year after the date of termination. The vendor 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.

17. **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.

18. **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: RML@POLK-COUNTY.NET

19. 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).

20. **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

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 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 this solicitation 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 this solicitation, 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.

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 QVL. Should the vendor provide an updated or new certificate of insurance meeting the above requirements, the vendor's name will be placed on the QVL again.

Insurance

(Submittal Page)

By signing below, the Vendor is stating that they fully understand the insurance requirements for this solicitation and if placed on the QVL of 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 waiver of subrogation in favor of Polk County.

Company Name: _____

Vendor Signature: _____

Safety Requirements/Regulations

1.0 All Vendors are required to submit, with their Submittal, 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 CONTRACTOR 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 CONTRACTOR 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) (Submittal page)

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:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____