

**SOLICITATION FOR CONTINUING SERVICES
CS # 15-134
Lot Clearing-Code Enforcement**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing all necessary labor, materials, equipment, and supervision for lot clearing for Polk County Code Enforcement. Vendors must submit references; the submittal sheet contained herein, Affidavit Certification Immigration Laws, certificate of insurance, and a copy of Polk County Local Business Tax Receipt prior to commencement of services. All vendors submitting the required information shall have an opportunity to participate.

SCOPE OF WORK

Correcting high grass up to 6 feet in height and overgrowth violations that have resulted in Orders of Enforcement from the Code Enforcement Special Magistrate and/or a result of the Demand for Removal process – Ordinance 08-047; Property Maintenance Ordinance. Removal and disposal of all debris, junk, organic and inorganic matter prior to mowing may also be required. This includes all material that could become a projectile and all material that can be shredded and distributed by the mowing equipment. Vendors must board up windows, doors and fences to secure properties in violation when necessary. Pools must be secured by building pool barriers, replacing damaged, rotting and/or missing fence panels, and replacing torn pool cage screens when necessary.

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 be e-mailed to jeremymattingly@polk-county.net, mailed, hand delivered or faxed to:

**Polk County Procurement Division
330 W. Church Street
Bartow, Florida 33830
(863) 534-6789
Attn: Jeremy Mattingly**

SUBMITTALS

Submittals must include the following:

- References
- Submittal Sheet
- Affidavit Certification Immigration Laws
- Insurance Certificate

- Polk County Local Business Tax Receipt
- Bid Sheet

SUBMITTAL SHEET

Vendor must submit the following:

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

FIRM NAME: _____

CONTACT NAME: _____

TITLE: _____

FIRM ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

GENERAL CONDITIONS

INDEMNIFICATION

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, 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 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.

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 Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages; Independent Contractors;

The Certificate Holder must be stated as:

**Polk County, a political subdivision of the State of Florida
330 W Church St, Rm 150
Bartow, Florida 33830**

Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

The County must be an additional named insured in regards to General Liability and Automobile Liability.

Waiver of subrogation in favor of Polk County is required for General Liability and Worker's Compensation coverages.

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "For all work performed for the County" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD. The certificate should state that Polk County, a political subdivision of the State of Florida, is an additional insured arising from the work performed under the agreement with certificate holder. 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.

SPECIFICATIONS

1. The vendor will be responsible for correcting high grass and overgrowth violations that have resulted in Orders of Enforcement from the Code Enforcement Special Magistrate 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. Mowing equipment must be sufficient to cut all vegetation in excess of eighteen (18) inches to a height no more than six (6) feet. Mowing equipment must be sufficient to clear brush and heavy overgrowth on properties.
4. All sidewalks and paved surfaces in residential neighborhoods must be cleared of grass clippings. Grass clippings on the lawn resulting from the mowing must be removed and disposed of in a proper manner, i.e., bundled and delivered to the North Central Landfill (NCLF), SR540, Winter Haven, Florida.
5. When junk and debris is included in the notice, the vendor must remove and dispose of all debris, junk, organic and inorganic matter prior to mowing. This includes all material that could become a projectile and all material that can be shredded and distributed by the mowing equipment. Vendor must possess heavy equipment capable of clearing properties of large amounts of junk and debris and trucks/trailers capable of hauling the debris away. 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.
6. The vendor shall board up windows, doors and fences to secure properties. Pools must be secured by building pool barriers, replacing damaged, rotting and/or missing fence panels, and replacing torn pool cage screens.
7. 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.
8. The vendor 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.
9. Jobs need to be completed within 14 days after approval by the Code Enforcement Manager and from the date it was faxed or e-mailed to the vendor.
10. The vendor is responsible for taking “before and after” digital pictures of the property with date stamps and attaching the picture(s) to the invoice that is presented to the Code Enforcement Office Manager for submittal to Accounts Payable for payment.

SPECIAL CONDITIONS

1. **INVOICING:** All invoices submitted shall contain the actual number of hours worked in order to complete the work along with any reimbursable receipts. Reimbursable receipts are defined as landfill tickets, showing tonnage & amount charged (paid) by vendor. Work orders that show there are items that would require landfill disposal must have landfill tickets as part of the invoice in order to be reimbursed. If it is found that a vendor is illegally dumping or improperly disposing of junk and debris, their award will be terminated and they will be disbarred from doing business with Polk County Government. Vendors shall submit a properly certified invoice to the County at the prices quoted. An original invoice shall be submitted to **Polk County Code Enforcement Division PO Box 9005, Drawer CS03, Bartow, Florida, 33831-9005**. The bidder shall include the Continuing Service number and/or the purchase order number on all invoices. The Vendors project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of each invoice it submits to the County. Invoices will be processed for payment when approved by the user division.
2. Vendors will be called and or e-mailed to bid on individual work orders as they become available from the Code Enforcement Division. Vendors will have seven (7) calendar days to respond to the work order with an estimate of the number of hours it will take to complete the work order. If the vendor does not respond within the 7 calendar days the next vendor in rotation will be called or e-mailed to provide an estimate.
3. Vendors will be given 14 days to fulfill the work order and complete the work from the time their estimate is approved. If a vendor fails to complete the work within the 14 day timeframe they will be put on the bottom of the rotation list. If a vendor fails to complete a work order within the 14 day timeframe three (3) times in a calendar year they will be removed from the vendor list.
4. The total number of hours bid is "not to exceed". Vendors can only bill the County up to that amount. If more hours were needed to complete the work then those costs will be absorbed by the Vendor.
5. 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 award is made to the successful vendor.
6. Three (3) references 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.

BID SHEET

Hourly Rate to be Charged for Each Work Order \$ 20.00*

*At no time will the County pay a vendor more than \$20.00 per hour for service performed within this continuing service.

I accept the \$20.00 per hour compensation to clear lots for Code Enforcement as describe herein.

Vendor Name_____

Signature_____

SAMPLE WORK ORDER

To Be Completed by Code Enforcement

Description: Need grass mowed and junk removed from 1234, West Zac Street, Bartow, Fl.

VENDOR USE ONLY

Number of hours to perform
the work as outlined in this WorkOrder

Hours: 10

Hourly Rate

Rate: \$20.00

Total (not to exceed cost for labor)

Total: \$200.00

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS
(SUBMITTAL PAGE)**

SOLICITATION NO.: CS15-134

PROJECT NAME: Lot Clearing for Code Enforcement

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 BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS 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 signed and acknowledged before me this ____ day of

_____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration