

**SOLICITATION FOR CONTINUING SERVICES
CS #12-058
BODY SHOP SERVICES**

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks the submittal of information from vendors interested in providing body shop services for Polk County. 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. All vendors submitting the required information shall have an opportunity to participate.

SCOPE OF WORK

Vendor will provide “as needed” body shop services for Polk County on a rotation basis. Rotation will take into account the firms capabilities and the length of time to repair. Polk County will only reimburse vendor at the rates listed in the rate schedule attached. All vendors must comply with the rates listed in this schedule or be subject to removal from the award.

TERM

This is an on-going service and will be reviewed at least annually. After receipt and verification of required information, vendors will be added to the “Awarded Vendor” list and be contacted on a rotation basis as outlined in this document.

SUBMITTAL OF RESPONSES

Interested parties are invited to submit their responses to the Procurement Division. The requested information may be emailed, faxed, mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6757
(FAX) (863) 534-6789
Attn: Jeremy Mattingly
Email: jeremymattingly@polk-county.net**

SUBMITTALS

- Submittal Sheet
- Affidavit Certification Immigration Laws
- References
- Insurance
- Polk County Local Business Tax Receipt (f/k/a Business License)

CS 12-058, Body Shop Services SUBMITTAL SHEET

(Please circle)

Capable of handling automotive and light trucks (up to 17, 500 GVW)	Yes	No
Capable of handling medium and heavy duty trucks	Yes	No
Firm has been in business a minimum of two (2) years	Yes	No

Vendor must submit references, submittal sheet, Affidavit Certification Immigration Laws, certificate of insurance, and a copy of Polk County Local Business Tax Receipt.

FIRM NAME: _____

CONTACT NAME: _____

TITLE: _____

FIRM ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

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.

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.

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.

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

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;

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

The Certificate Holder must be stated as:

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

The County must be named as additional insured in regards to General 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. Workers Compensation and General Liability contain a waiver of subrogation in favor of Polk County.”

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

Certificate of insurance must be submitted with response.

SPECIFICATIONS

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. 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.
3. 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.
4. The vendor must have been in business a minimum of two (2) years.
5. All vendors agree to include all transport costs (wrecker) both for pick up of the damaged vehicle and delivery (return) of the repaired vehicle at the conclusion of the work.
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. Reference letters may be included.
7. Vendors should presume all costs for damage repairs will be the sole responsibility and therefore paid by, Polk County, not an insurance company. Consequently, as opposed to the standard "Crash Book" parts prices, all parts quotations should be made at the vendor's customary billing rate to Polk County, which is expected to be less.
8. The County reserves the right to provide parts to the selected vendor.
9. Successful Vendors will be expected to complete a Vendor Damage Repair Commitment form (Attachment "A") for each vehicle repair and vendor will be held accountable for out of service time. If the vendor fails to meet their committed repair time for reasons other than those outside the vendor's control, the County may penalize the vendor \$25.00/day (exclude holidays & weekends) for each day beyond the vendor's own commitment until the vehicle is returned to service. The penalty will be deducted from the vendor's final invoice. If the vehicle is returned to service sooner than the mutually agreed upon commitment, the vendor will be paid a bonus of \$50.00/day (exclude holidays & weekends), for each day less than committed. The bonus will be added to the vendor's final invoice. The commitment clock will begin at 8:00 A.M. on the next business day following notification of the repair award.
10. 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.

11. 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.

PAYMENT

Payment will be made as follows:

Item	Description of Vehicle	Hourly Labor Rate	Parts Mark Up% From Cost*	Sublet Mark Up % From Cost*
1.	Automotive and Light Trucks (up to 17,500 GVW)	\$38.75	20%	20%
2.	Medium and Heavy Duty Trucks	\$50.00	20%	20%

*Subject to County audit of vendor invoices.

SCHEDULE

Response to Estimate requests shall be within **one (1)** business day after phone request for vendors located in Bartow. Response to Estimate requests shall be within **two (2)** business days after phone request for vendors located outside of Bartow.

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: mimihardee@polk-county.net

Note: 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.

ATTACHMENT "A"
VENDOR DAMAGE REPAIR COMMITMENT
(SAMPLE PAGE)

Vendor Name: _____

Date: _____

Vehicle #: _____

Repair Cost: \$ _____

The above named vendor agrees to complete repairs and return this vehicle to Polk County within _____ working days from the time the vehicle is picked up from Polk County. Failure to meet this commitment (excluding delays caused by unknown damage) will result in a penalty deduction of \$25.00/day from the repair cost shown above, for each day (excluding holidays and weekends) beyond the above that the vehicle is returned to the County. Further, if the vehicle is returned to Polk County in satisfactory condition in less time than shown above, \$50.00/day will be added to the Repair Cost for each day (excluding holidays and weekends) less than committed above.

Vendor Representative

Polk County Fleet Management

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

SOLICITATION NO.: **CS12-058**

PROJECT NAME: **Body Shop Services**

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