

SOLICITATION FOR CONTINUING SERVICES
CS #22-365
CODE ENFORCEMENT TOWING
(Revised pricing – July 20, 2022)

INTRODUCTION

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

SCOPE OF WORK

Vendor will provide “as needed” towing services for the Polk County Code Enforcement Division. Polk County will only reimburse vendor(s) 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.

SPECIFICATIONS

1. The Vendor will be responsible for towing abandoned and distressed vehicles that are in violation of the Polk County Land Development Code and have been issued compliance orders from the Code Enforcement Special Magistrate; and as a result of the Demand for Removal process Ordinance 08-047 (Property Maintenance Ordinance).
2. The County will contact the Vendor one hour in advance of requested towing services, unless towing multiple vehicles from a property. If multiple vehicles need to be towed from a property, the County will contact the Vendor a minimum of 24-hours in advance. Towing services must be dispatched within one hour notification.
3. The areas of work are within the boundaries of Polk County excluding all areas contained within the municipalities. The County will be divided by commission districts, known as Zone 1, Zone 2, Zone 3, Zone 4 and Zone 5. A map of the commission districts is attached for verification of zone boundaries. Please see Attachment “A”.
4. The Vendor must have a secure, fenced compound in which to tow the vehicle to. The compound must be maintained to Polk County Land Development Code, which can be viewed at the following link <https://www.polk-county.net/land-development/land-development-code>. Additionally, the vehicle must be stored at the compound until such time that disposition of the vehicle has been completed by the Vendor. The Vendor must be familiar with the legal process of disposition

of unclaimed vehicles as it pertains to Florida Statute 705.103 Procedure for Abandoned or Lost Property, which can be viewed at the following link:
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0705/Sections/0705.103.html

5. The Vendor is responsible for contacting the Polk County Sheriff's Office and Polk County Codes Investigator prior to towing the vehicle. The Deputy and Investigator will act as witnesses for the removal of the vehicle. Contact information will be given to the successful bidder.
6. The Vendor will be responsible for collecting all costs, including but not limited to, towing services, all requisite paperwork, and any incidental charges incurred by the Vendor.
7. The County reserves the right to inspect Vendor's records to establish that proper procedures are followed regarding attempts to notify vehicle owner and/or confirm abandonment of vehicle.
8. The County reserves the right to secure services from another Vendor should the Vendor be unable to provide the requested services within 48 hours after the County makes the request.
9. Should a boat or RV be towed and the owner does not claim it within the legally specified time and it is in need of disposal, it will be the Vendor's responsibility to prepare vehicle for disposal at the appropriate landfill. The actual landfill ticket for tipping fees will be reimbursed at cost by the County. Vendor will invoice County for the actual charge and attach a copy of paid landfill ticket to invoice.
10. If the Vendor reaches the destination within the required hour and the vehicle no longer needs to be towed, a mobilization fee of \$50 will be issued as compensation. No mobilization fee will be issued if the Vendor doesn't alert the County that the assignment cannot be completed within an hour of the assignment being issued.
11. The Vendor must invoice the County for the towing service within seven (7) days of said service being performed. Should the Vendor recoup towing charges from the vehicle owner, the Vendor will be responsible for contacting the County immediately and shall reimburse the County for said charges within two (2) business days. Failure to follow this provision will result in removal from the authorized vendor list, as well as possible legal action.

Qualifications

Submittals shall only be considered from companies that have an established presence in the field of towing services as specified and have been in business for a minimum of the previous five (5) years.

Provide three (3) references for similar projects completed in the last five (5) years. Each reference must demonstrate experience with towing services. References must include:

- Client’s name
- Telephone number
- Address
- Email address
- Description of project
- Dates of work done

Reference will be verified.

PRICE SHEET

Item	Zone 1 (price per tow)	Zone 2 (price per tow)	Zone 3 (price per tow)	Zone 4 (price per tow)	Zone 5 (price per tow)
Auto/Light Duty Truck (up to 10,000 LBS)	\$200	\$200	\$200	\$200	\$200
Medium Duty Truck (Between 10,001 and 26,00 LBS)	\$200	\$200	\$200	\$200	\$200
Heavy Duty Truck (Between 26,001 and 33,000 LBS)	\$350	\$350	\$350	\$350	\$350
Boat	\$200	\$200	\$200	\$200	\$200
RV Class A Class B	\$200 \$300	\$200 \$300	\$200 \$300	\$200 \$300	\$200 \$300
Price per Winch Out (If a vehicle is abandoned, and a winch needs to be used to extract the vehicle)					\$50
Mobilization Fee					\$50

Landfill fees – reimbursable at cost with copy of paid receipt.

TERM

This is an on-going need and will be reviewed at least annually. 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; mailed or hand delivered to:

**Polk County Procurement Division
330 West Church St., Room 150
Bartow, Florida 33830
(863) 534-6716
Attn: Michael Guerrero**

SUBMITTALS

Submittals must include the following:

- Letters of Reference
- Submittal Sheet/Signature Acknowledgement
- Vendor's Incorporation Information
- Drug-Free Workplace Form
- Insurance Certificate
- Safety Requirements/Regulation
- Affidavit Certification Immigration Laws
- 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 Special Conditions, and by submitting a response, Vendor consents and agrees to be fully bound by the same.

Attention Vendors

The Successful Vendors must register in our new Vendor Database if you have not already done so prior to award of this continuous service. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<https://www.polk-county.net/procurement/vendor-registration>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future solicitations

SUBMITTAL SHEET CS 22-365, CODE ENFORCEMENT TOWING

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 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 continuous service and certify that I have read and understand the continuous service documents. I have completed and submitted all required 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 CS may be used by any other Government Agency. [] YES [] NO [] N/A

Vendor's Incorporation Information

(Submittal Page)

The following section should be completed by all vendors and submitted with their submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statute 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 bid 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 bid, 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 successful vendor 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" 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, 330 W. Church St., Bartow, Florida 33830. Workers' Compensation Insurance providing 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, Broad Form CG. 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 general liability and workers' compensation 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.

Each Certificate of Insurance must list the Certificate Holder as:
Polk County, a political subdivision of the State of Florida
330 W Church St, Room 150
Bartow, FL 33830

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 awarded vendors list. Should the vendor provide an updated or new certificate of insurance meeting the above requirements, the vendor's name will be added to the awarded vendors list again.

Insurance

(Submittal Page)

By signing below, the Vendor is stating that they fully understand the insurance requirements for the project and if awarded the continuous service will provide all insurance coverage as required in Continuous Service Title: Litter Pickup Continuous Service Number: 20-633.

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 automobile liability and 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 _____, 2021, 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 _____, 2021, 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)

GENERAL TERMS AND 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.

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 continuous service and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence

Safety Standards: Unless otherwise stipulated in the continuous service, 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).

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 continuous service, such vendor may be disqualified from performing the work described in this continuous service or from furnishing the goods or services for which the continuous service is submitted and shall be further disqualified from bidding on any future solicitations for work, goods, or services for the County.

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 continuous service document, any and all Addenda issued, and the Contractors submittal.
- The term "Vendor", "Contractor" means the successful bidder(s) who executes a contract with the County.

Non-Conformance to Solicitation Conditions: Services not delivered as per delivery date in this continuous service 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 continuous service conditions may result in immediate cancellation of the purchase order.

Assignment: Any purchase order issued pursuant to this continuous service and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.

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 department/division director shall be final and binding on both parties.

Placing of Orders: The award of this continuous service does not constitute an order. Before any services can be performed, the successful vendor must receive written or oral notification in accordance with the practices of the User Division.

Additions/Revisions/Deletions: Additions, revisions or deletions to the general conditions, specifications or price sheets that change the intent of the continuous service will cause the submittal to be non-responsive and the submittal will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the continuous service.

Termination/Suspension: The County may terminate the Contract resulting from this continuous service 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 Contractor.
- 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 continuous service 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 continuous service and/or the resulting Contract.

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.

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 successful vendor will complete and submit the attached form “Affidavit Certification Immigration Laws.”

Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this 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 this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 contract is terminated for a violation of the statute 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 this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

As Needed: The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this continuous service will be assigned during the term of this continuous service. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

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.

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 submittal on a contract to provide any goods or services to a public entity; may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work; may not submit 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**

