LAKE COUNTY
FLORIDA

REQUEST FOR PROPOSAL (RFP)

VEHICLE PAINTING AND BODY REPAIR SERVICES

RFP Number:	14-0622	**Contracting Officer:**	Donna Villinis
Proposal Due Date:	April 2, 2014	**Pre-Proposal Conference Date:**	Not Applicable
Proposal Due Time:	3:00 p.m.	**RFP Issue Date:**	February 25, 2014

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	2-13
SECTION 2: Statement of Work	14-16
SECTION 3: General Terms and Conditions	17-20
SECTION 4: Pricing/Certifications/Signatures	21-24
SECTION 5: Attachments	25-27

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	See Section 1.16
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this solicitation

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Bales & Langley Body & Paint Shop, Inc. **Phone Number:** 352-383-7272

E-mail Address: balesandlangleytowing@gmail.com **Contact Person:** Julie B. Langley

Section 1.1: Purpose

The purpose of this solicitation is to establish one or more contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the County's needs.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone: 352.343.9839 Fax: 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to one or more vendors as required to ensure coverage for all services. Vendor selection will be based on best value considering the evaluation criteria listed below:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed pricing.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the proposal in accordance with the instructions contained herein.
6. Other relevant criteria.

Section 1.4: Pre-Proposal Conference / Site Visits

Not applicable to this solicitation.

Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew

The County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to the completion of the initial and any subsequent term(s) of this contract, vendor shall be notified of County's intent to renew. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing indexes published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov), CPI and Wage and Benefits Calculators or the Producer Price Index for paint products. **It is the vendor's responsibility to request any pricing adjustment in writing under this provision.** The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department after each individual work order has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were received and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the receipt and acceptance of the items by the County's representative.

All invoices shall contain the contract and/or purchase order number, date and location of

service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

The following additional coverage must also be provided:

Garage Liability at coverage value: $2,000,000
Garage Keepers on a Direct Primary basis at coverage value: $1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross

Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation.

Section 1.10: Completion/Delivery

As specified in Statement of Work, Section 2.

Section 1.11: Acceptance of Goods or Services

The services rendered under the contract will not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and are found to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any services purchased as a result of this solicitation and/or contract may be inspected for compliance with specifications. In the event that any aspect of the services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The

County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

Section 1.12: Warranty

As specified in Statement of Work, Section 2.

Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be delivered to the Office of Procurement Services in a sealed envelope no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Three-ring binders, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such

proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal Document

The following information shall be included in the order shown within your proposal:

A) Statement of Interest – to be submitted on the firm's letterhead and include the following:

1. Concisely state the firm's understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP under this tab.

2. Statement of financial stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

3. The signature on the statement shall be that of a person authorized to represent and bind the firm.

B) Complete RFP Document - submit this RFP document in its entirety with the following sections completed in blue ink:

1. Vendor Identification. Complete the bottom portion of the front page of this RFP.

2. Pricing/Certifications/Signature Forms. Complete Section 4 of this solicitation with all entries completed.

3. Vendor Information. Complete Attachment 1 of this solicitation in its entirety. Include all types of vehicles for which the vendor can perform collision repair.

4. References. Complete Attachment 2 of this solicitation in its entirety.

C) Subcontractors. Provide a list of any proposed subcontractors or joint venture arrangements that may be used on the project.

D) Exceptions. Clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

E) Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

Section 1.15: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

Section 1.17: Competency of Vendor and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-

contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.19: Cost Estimates / Price Quotations

As specified in the Statement of Work, Section 2.

Section 1.20: Hourly Rate

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

Section 1.21: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.22: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.23: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.24: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

Section 1.25: Service Facilities Shall be Provided in Lake County by the Vendor

Offers will only be accepted from vendors which have repair/service facilities located within a thirty (30) mile radius of the Lake County Fleet Maintenance Facility. Service facilities are defined as facilities that can provide a full range of parts and repairs for the items covered by this solicitation and resultant contract.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract, and to use this inspection as a means for determining the vendor to which award will be made under this solicitation. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.27: Wage Increases Mandated by Governmental Agencies

When any change in the basic wage rate to be paid to vendor employees being utilized under this contract is mandated by a governmental activity (e.g.; a change in the Federal Minimum Wage or other governmentally mandated wage structure, the vendor may submit a request for equitable adjustment. This adjustment request must be based strictly on the impact of the mandated change.

SCOPE OF SERVICES

The purpose of this solicitation is to establish one or more contracts with vendors for the provision of vehicle painting and body repair services in conjunction with the County's needs. These repair services consist of body work for all types and sizes of automobiles, trucks, heavy equipment, vans, and transit fixed route and paratransit buses. The vendor(s) must perform all types of body repairs normally performed on passenger vehicles, as well as light, medium and heavy duty commercial vehicles. Services may include the repair, replacement, adjustment and/or overhaul of minor and major components such as safety equipment, suspension, steering, electrical, and others areas damaged in a collision.

Vendors shall state in the Vendor Information Form (Attachment 1) which types of vehicles they are able to provide collision repair services. The County plans to make multiple vendor awards and will consider various repair shop capabilities in the selection process. Currently, the County owns and operates 250 auto/suv/van/light trucks, 140 medium/heavy trucks, and 80 buses (14 are 30' fixed route buses). The Fleet Maintenance Shop is located at the 20423 Independence Blvd, Groveland, FL 34736

Required Facility, Equipment, and Staffing

The Vendor must have clean, complete modern facilities or access to such facilities with the machinery and equipment necessary to perform auto body repair services as required by this RFP to include but not limited to: body work and mechanical repair services, painting (providing fully protected paint bays/ovens), fiberglass work, spray-in liners, paintless/dentless repair (PDR) work, frame repair to include unibody and full frame measuring and straightening systems, air conditioning repair (evacuating, recycling, recharging), air bag repair, ABS replacement/repair, and preparing and finishing miscellaneous items. Additionally, the Vendor must also employ qualified auto body mechanics with experience in all aspects of auto body repairs. The selected vendor(s) must have repair facilities located within a thirty (30) mile radius of the Lake County Fleet Maintenance Facility. The County reserves the right to perform a site visit to responding vendors' facilities prior to making an award if deemed desirable.

Cost Estimates / Price Quotations

For each individual job, or work order, the award Vendor(s) shall provide a firm written price quote for needed repairs. This written price quote must be clear and legible and include the following: County vehicle number, VIN number, start and completion times, labor hours and price per hour, and an itemized listing of replacement repair parts showing retail list price of each part less vendor's discount percentage. Quotes must include all fees and charges including, but not limited to, miscellaneous shop charges, environmental charges, disposal fees, etc. as applicable and as provided by the Vendor's bid. Charges shall not be paid by the County unless listed in the vendor's bid. The completed firm written price quote must be sent with a minimum of two (2) digital photos showing the vehicle damage via e-mail to the Facilities & Fleet Maintenance Department within twenty-four (24) hours after receiving the vehicle for estimate. An appropriate e-mail address will be supplied to the Vendor.

All quotations are preferred to be prepared to "I-CAR" certified standards or equivalent; using "CCC" or "ADP" estimating software. The County may, at its discretion and expense, retain an independent appraiser to audit Vendor's estimates. Discrepancies found from such an audit will be sent to Vendor for written justification/response to the findings.

Upon notice to proceed from County, Vendor shall perform the work as quoted. In the event that hidden damage is discovered, the Vendor shall contact County and shall confirm the need for such work and provide an amended written price quote for the additional costs and, if applicable, a revised work completion schedule prior to Vendor proceeding with the work.

Parts

When performing repairs the Vendor shall use parts which meet or exceed O.E.M. (Original Equipment Manufacturer) standards. The use of remanufactured, aftermarket, or fabricated parts is permitted with prior approval from the County. Any remanufactured, aftermarket, or fabricated parts shall meet or exceed O.E.M. warranty standards.

All damaged parts which are replaced by the Vendor must be kept for a minimum of fourteen (14) days for the purposes of inspection by the County. If disposal prior to the fourteen (14) day period is desired, the Vendor must contact the County and request in writing permission for early disposal.

Paint & Replacement of Graphics

The vendor shall use paint equal to the manufacturer's original finish per Original Equipment Manufacturer's (OEM) system where applicable. These services shall include but not be limited to prime, paint, and clear coat. Primers shall be used on all body work reduced to base metal.
The County reserves the right to require that the awarded Vendor, as a part of the cost estimate, replace factory OEM graphics, stripping, stenciling, etc. The graphics will be provided by the awarded Vendor.

The County will be responsible for the replacement of non-factory graphics, stripping, stenciling, etc.

Repair Times

The Vendor must make a good faith effort to complete repairs in a timely manner after the vehicle has been authorized for repair. As part of the vendor quoted cost for repair, the Vendor shall provide an estimated repair time for completion of work. Should an extension of this time period be needed, the Vendor shall request a Time Extension from the County immediately after the known delay. This Time Extension shall be in writing and shall include the reason and backup documentation for the delay and new time of completion. Time Extensions shall only be granted for delivery delays in parts or changes in scope of work by the County. The Vendor will be assessed $50 per day delay damages for unexcused delays for each business day that is past

the estimated completion date. The total of such damages will be deducted from the Vendor's final invoice.

Delivery & Storage

The selected vendor(s) shall have the capability of delivering, towing, and storing vehicles and of providing both regular and emergency towing services. Regular towing services shall include the pickup of vehicles during normal business hours (8:00AM – 5:00PM) from the Fleet Maintenance Shop. In addition to such towing services, the Vendor shall have the ability to provide emergency towing services for vehicles which are deemed undrivable. These services shall be available twenty-four (24) hours a day, seven (7) days a week, at any location within the County. All vehicles shall be towed directly to the Vendor's repair shop.

While the vehicle is awaiting or being repaired, vehicle storage shall be provided. This storage shall be in a safe and secure location, and shall be at no charge to the County.

Upon completion of the paint and body repair services, the vendor may be requested to deliver the vehicles. These deliveries can only be made to Fleet Maintenance Shop during normal Fleet business hours (8:00AM – 5:00PM).

The Vendor, prior to returning repaired vehicles to the County, will thoroughly clean vehicles (exterior and interior) so the vehicle is free of dirt, road grime, body shop dust, and other foreign material, so that a proper inspection of the repairs can be performed and acceptance of the vehicle can be made. If needed, after the vehicle has been repaired the vehicle will be buffed to assure paint uniformity.

Upon delivery of the vehicle, all work will be inspected by the Fleet Services Manager or his designee before acceptance. Improperly repaired vehicle(s) will be returned to the Vendor for proper repair. All returned work must be completed at the Vendor's expense according to industry standards.

Work Quality/Warranty

The Vendor shall guarantee the work product against any and all defects in workmanship or materials. All work performed shall be subject to an unconditional repair warranty of one (1) year on labor and the repair parts shall have the standard manufacturer's warranty. All warranties shall be enforced and honored by the Vendor. The Vendor shall guarantee that all structural procedures and repairs performed will return the vehicle to manufacturer's specifications. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of Vendor for prompt repair. The Vendor agrees to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended, then Inter-Industry Conference on Automotive Collision Repair (I-CAR) repair procedures are to be used.

All painting must be guaranteed against fading or peeling for a period of three (3) years from the date of acceptance of the work by the County.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

BE CAUSE TO REJECT THE PROPOSAL.

D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".

E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3. 7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.

E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.

F. Any tie situations will be resolved in consonance with current written procedure in that regard.

G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract

billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for 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. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding $150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

RFP TITLE: VEHICLE PAINTING AND BODY REPAIR SERVICES

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
The bidder must list below the dates of issue for each addendum received in connection with this RFP: Addendum #1, Dated: March 18, 2014 Addendum #2, Dated: _____ Addendum #3, Dated: _____ Addendum #4, Dated: _____
Part II:
☐ No Addendum was received in connection with this RFP.

PRICING FORM

If a vendor does not wish to submit pricing for certain areas or type of equipment, enter "NO BID" for those line items.

Auto/SUV/Van/Light Trucks

Labor Rates :

Body repair:	$/hr 44.00
Metal fabrication/welding:	$/hr 48.00
Painting:	$/hr 44.00
Mechanical repair:	$/hr 65.00
Frame Repair:	$/hr 44.00

Materials Rates :

Paint Materials Markup (Cost + %):	$35 per paint hr %
Factory/Repair Parts Markup (Cost + %):	30 %
Body Materials Markup (Cost + %):	$35 per paint hr %

Services :

Regular Hours (8am-5pm) Towing:	$/mi $55 + 3.50 per mile
Emergency/After Hours Towing:	$/mi 55 + 3.50 per mile
Vehicle Delivery:	$/mi free after repairs

Miscellaneous Charges:

Miscellaneous shop charges:	$ 15.00
Environmental charges:	$ 10.00
Disposal fees:	$ –
Any other fee (list fee)*:	
_____	$ –
_____	$ –

*Note: No charges will be paid by the County if not listed in the vendor's proposed pricing. Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.

Medium/Heavy Trucks and Equipment

Labor Rates :

		Medium	Heavy
Body repair:	$/hr	55.00	70.00
Metal fabrication/welding:	$/hr	65.00	70.00
Painting:	$/hr	55.00	70.00
Mechanical repair:	$/hr	70.00	90.00
Frame Repair:	$/hr	125	

Materials Rates :

Paint Materials Markup (Cost + %):	$35 per paint hr %
Factory/Repair Parts Markup (Cost + %):	30% %
Body Materials Markup (Cost + %):	$35 per paint hr %

Services :

Regular Hours (8am-5pm) Towing: $/mi $175 + $5 per mile
Emergency/After Hours Towing: $/mi $175 + $5 per mile
Vehicle Delivery: $/mi free

Miscellaneous Charges:

Miscellaneous shop charges: $ 50.00
Environmental charges: $ 15.00
Disposal fees: $ 15.00
Any other fee (list fee)*:
_____ $ -
_____ $ -

*Note: No charges will be paid by the County if not listed in the vendor's proposed pricing. Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.

Buses

Labor Rates :

Body repair: $/hr 65.00
Metal fabrication/welding: $/hr 65.00
Painting: $/hr 65.00
Mechanical repair: $/hr 75.00
Frame Repair: $/hr 125.00

Materials Rates :

Paint Materials Markup (Cost + %): $35 per paint hr %
Factory/Repair Parts Markup (Cost + %): 30% %
Body Materials Markup (Cost + %): $35 per paint hr %

Services :

Regular Hours (8am-5pm) Towing: $/mi $175 + $5 mi
Emergency/After Hours Towing: $/mi $175 5 mi
Vehicle Delivery: $/mi Free

Miscellaneous Charges:

Miscellaneous shop charges: $ 50.00
Environmental charges: $ 15.00
Disposal fees: $ 15.00
Any other fee (list fee)*:
_____ $ -
_____ $ -

*Note: No charges will be paid by the County if not listed in the vendor's proposed pricing. Any additional charges listed in the vendor's proposal will be taken into consideration as part of the award evaluation.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. Primary business location of the responding vendor (city/state): Mt. Dora, Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☑ Yes ☐ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: Bales + Langley Body + Paint Shop Inc.
Street Address: 4200 W Old Hwy 441 Mt Dora Fl 32757
Mailing Address (if different): _____
Telephone No.: 352-383-1272 Fax No.: 352-383-1210 E-mail: balesandlangleytowing@gmail.com
FEIN No. 59 - 1570950 Prompt Payment Terms: ____ % ____ days, net ____
Signature: Julie B. Langley Date: April 2, 2014
Print Name: Julie B Langley Title: Vice President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☑ Pre-qualified pool vendor (spot bid) IF NEC. ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
Signature of authorized County official: [signature] Date: 5-6-2014
Printed name: DONNA G VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Vendor Information and References Form

ATTACHMENT 1 – VENDOR INFORMATION / REFERENCES

This form must be included within the proposal submittal.

Location
State the location of the firm's repair facility – must be within a thirty (30) mile radius of the Lake County Fleet Maintenance Facility:

4200 W Old Hwy 441
Mt Dora, Fl

Capacity
State the capacity, in number of vehicles that your business can accept for repair at any one time: 3 Vehicles

Type of Work Performed:
Vendor can and will perform vehicle paint and body repair services on:

Auto/SUV/Van/Light Trucks:	Yes ✓	No ____
Medium/Heavy Trucks:	Yes ✓	No ____
Buses:	Yes ✓	No ____

Paint
Type of paint used by Vendor: Dupont

Employees:
Total Number of Employees: 7
Number of Repair Technicians: 4

Pro Shop:
Are you considered a "Pro" shop (met, certified and/or become compliant with an insurance companies standards for items such as equipment, certified personnel, hazardous waste, length of repair times, etc.) for any insurance companies? If so, list the companies
Yes ____ No ✓
Companies: ____

Estimating Guide:
Collision estimating guide used: ____
Are your estimates computer generated: Yes ✓ No ____

References:
Provide a list of at least three (3) references that have had frequent body work and repair services performed by your company similar in scope to the work required for this contract. Prefer references who are repeat customers such as commercial, institutional, or governmental.

References must be included with the vendor's proposal:

1.) Company Name: Simpson Fruit Co.
Company Contact:
Title of Contact:
Phone Number: 383-4667
Type & Amount of Work: Body + Paint Work
Years working with your firm: 30 yrs

2.) Company Name: Dr James Flach
Company Contact: Jim Flach
Title of Contact:
Phone Number: 383-8112
Type & Amount of Work:
Years working with your firm: 25 yrs

3.) Company Name: Buford Tree Service
Company Contact: Charles
Title of Contact:
Phone Number: 321-303-6786
Type & Amount of Work: Body + Paint Work
Years working with your firm: 6 yrs

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM ONE
March 18, 2014

ITB 14-0622
VEHICLE PAINTING AND BODY REPAIR SERVICES

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to address questions received to date. Questions concerning this solicitation are due by March 26, 2014.

Question 1: Section 1.25 states that vendors must have a service facility located within a thirty mile radius of the County's Fleet Maintenance Facility. Our repair shop is fifty point six (55.6) miles from the County Fleet Facility. Will this disqualify our response if we submit one?

Answer 1: The first sentence of provision 1.25 is hereby amended to read, "Offers will only be accepted from vendors which have repair/service facilities located within Lake County or within a thirty (30) mile radius of the Lake County Fleet Maintenance Facility." The County believes use of vendor facilities outside of those limits would result in excessive time and cost to the County in regards to vehicle delivery and in-process inspection. In addition, distance may be a factor under any specific service order for those same reasons.

Question 2: With regard to Section 1.3, Method of Award, my question is, will there no longer be (an individual) bid process for services as needed? For instance, if awarded a contract and you are called to repair a bus, you got the job because the county liked what the vendor submitted according to Section 1.3, Method of Award? So if your labor rate is fair, and past performance, including quality of work and timeliness, has been good and references are favorable, you may be contacted for work under the contract?

Answer 2: The County intends to award multiple contracts under this solicitation. The manner in which work is distributed will depend on the prices received and performance factors. The County may contact more than one vendor for a quote each time services are needed and take the low quote, or it may rotate work among the awarded vendors. This will depend on how many proposals are received in response to the RFP and how many contracts are awarded.

Firm Name: Bales + Langley Body + Paint Shop, Inc. Date: 3-24-14

Signature: Julie B. Langley Title: Vice President

Typed/Printed Name: Julie B. Langley