



Hillsborough County, Florida

REQUEST FOR INFORMATION

Commodities

<p>SUBMIT RESPONSES TO: Hillsborough County Department of Procurement Services 601 East Kennedy Boulevard, 18th Floor Tampa, Florida 33602</p> <p>Telephone Number: 813-272-5790</p>	<p>Request for Information Number: P-0023-08(JB) Request for Information Title: Auto Body Repair Services</p> <p>Responses will be opened: On-Going Participation</p>
Name of Responder (Firm, Corporation, Business or Individual):	Federal Identification or Social Security Number:
Mailing Address for Purchase Orders:	Remit-to Address for Payments:
(Area Code) Telephone Number:	(Area Code) Facsimile Number:
E-Mail Address:	URL Home Page Address:
<p>Subject to the deviation(s) stated herein, the undersigned, by the signature evidenced, represents that the Proposer accepts the Instructions to Proposers, Terms, Conditions, Special Instructions and Conditions, Mandates, and Specifications; said documents being the strict basis upon which the said Proposer makes this response. The undersigned understands that this response must be signed in ink and that an unsigned response will be considered incomplete and subject to rejection by Hillsborough County.</p> <p>The above-named Proposer affirms and declares:</p> <ol style="list-style-type: none"> (1) That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this response. (2) That this response is made without any understanding, agreement, or connection with any other person, firm or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud. (3) That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County. (4) That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the Contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof. 	
<p>I have read the Request for Information as it relates to participation in the provision of Auto Body Repairs.</p>	<p>_____</p> <p>Authorized Signature (Manual) Date Signed</p> <p>_____</p> <p>Authorized Signature (Typed or Printed Title)</p>

INSTRUCTIONS TO PROPOSERS:

- 1) **POSTING OF DOCUMENTS AND ADDENDA:** The Hillsborough County Department of Procurement Services posts its bids and addenda on its web site at www.hillsboroughcounty.org/procurementservices. It is the bidders' responsibility to visit this web site to insure that they have received all important addenda or revisions to the Request for Information prior to submitting responses.

- 2) **DELIVERY OF RESPONSES:**
 - a) As applies to this present Request for Information, the Proposers are hereby directed to cause delivery of their response to: Hillsborough County's Director of Procurement Services, 601 E. Kennedy Blvd., 18th Floor, County Center, Tampa, FL 33602, **ON AN ON-GOING BASIS.**

 - b) The delivery of said response to the Director of Procurement Services prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the proposer. The Director of Procurement Services will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principle, or partner (as applicable) and submitted in a sealed envelope on which shall be shown the name of the proposer, bid opening date, and name and bid number of the invitation to bid.

 - c) TO BE OPENED AT HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES, 601 E. KENNEDY BLVD., 18TH FLOOR, COUNTY CENTER, TAMPA, FLORIDA

 - d) Responses must be signed by the proposer with his/her signature in full. When a firm is a Proposer, the response shall be signed in the name of the firm by one or more of the partners. When a corporation is a Proposer, the officer signing shall set out the corporate name in full beneath which he shall sign his name and give title of his office. The response shall also bear the seal of the corporation. Anyone signing the response as agent must file with it legal evidence of his authority to do so.

 - e) The Proposer is solely responsible for reading and completely understanding the requirements of this solicitation. The opening time must be and will be scrupulously observed. Under no circumstances will responses delivered after the delivery time specified be considered. Late responses will not be accepted.

- 3) **COPIES:** Proposers are requested to submit an **ORIGINAL AND ONE COPY** of their proposal. Also any manufacturer's SPECIFICATION SHEETS, BROCHURES, or other PRINTED supporting documents should be submitted in **duplicate.**

- 4) **PUBLIC ENTITY CRIMES STATEMENT:**
 - a) 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 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, **Florida Statutes**, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

 - b) Additionally, pursuant to COUNTY policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The COUNTY may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.

- 5) **INDEMNIFICATION CLAUSE: (PATENT or COPYRIGHT):** The PROPOSER shall indemnify and hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by CONTRACTOR during or after completion of the Work. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the County.

- 6) **INDEMNIFICATION CLAUSE: (GENERAL LIABILITY):** The CONTRACTOR shall indemnify, hold harmless, and defend the COUNTY and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at anytime be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the CONTRACTOR, or anyone performing any act required of CONTRACTOR in connection with performance of the Contract awarded pursuant to this bid. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the COUNTY.
- 7) **INSURANCE REQUIREMENTS:**

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Contractor's Liability Insurance:

The CONTRACTOR shall procure and maintain enforce such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The CONTRACTOR shall procure and maintain enforce during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The CONTRACTOR shall procure and shall maintain enforce during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the CONTRACTOR shall provide employer's liability insurance for all said employees.

a. Employer's Liability:

<u>\$N/A</u>	Limit each Accident
<u>\$ N/A</u>	Limit Disease Aggregate
<u>\$N/A</u>	Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

a.	General Aggregate:	\$N/A
		\$N/A
	Products and Completed Operations:	\$N/A
	Personal and Advertising Injury:	\$N/A
	Each Occurrence:	\$N/A
	Fire Damage (anyone fire):	\$N/A
	Specific Contract Aggregate Limits:	<u>Same as above</u>

3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:
 - a. \$N/A combined single limits each accident, for bodily injury and property damage liability.
 - b. Owned Vehicles
 - c. Hired and Non-owned Vehicles
 - d. Employer Non-ownership
 - e. **Garage Keepers Liability:** \$1,000,000.00 per accident covering Autos left with you for service.

4. **Garage Keepers Legal Liability Policy:** \$1,000,000.00 Covering legal liability for Physical Damage to autos in the vendor's care and custody.

- 7) **Certificate of Insurance and Copies of Policies** - Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the COUNTY certified copies of the policies required shall be filed with the Risk Management Division of the COUNTY on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured, for the operations of the CONTRACTOR under this contract (excluding the worker's compensation and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **forty-five (45)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

- 1) **Introduction:** This Request for Information is issued to provide instructions to interested vendors on the minimum requirements and process through which vendors can apply and become certified to perform auto body repair services for Hillsborough County.
- 2) **Background:** On June 15, 2005, the Board of County Commissioners awarded contracts to four auto body repair companies as a result of RFQ No. T-0173-05(RB). These awards were based on minimum program requirements that included: industry standards for hourly labor rates for various types of vehicles repairs, minimum years of experience, and insurance requirements. Included in the award was the provision that additional firms may apply for participation in the program at any time. The individual contracts established continue for an indefinite period of time so long as the vendors continue to honor all the requirements of the program.
- 3) **Minimum Program Requirements:** The following minimum requirements apply in order for a firm to be considered as an authorized auto body repair contractor for Hillsborough County. Hillsborough County reserves the right to inspect any prospective applicant's place of business for the purposes of determining their compliance with these requirements.
 - a. **Respondents that agree to all the terms and conditions of this document should return a fully executed document and one copy to the Procurement Services Department, 601 E. Kennedy Blvd., County Center, 18th Floor, Tampa, FL. It is anticipated that firms will be called on a rotational basis for repair of various types of County vehicles and equipment on an as-needed basis. In some circumstances, a situation may occur whereby the County may need to deviate from the rotation methodology and assign repair work based on an emergency or other exigent circumstance. All participants are advised that the County at its sole discretion reserves the right to assign work however it is determined to be in the best interest of the County.**
 - b. 10% discount on all American made parts required to complete all damage repair
 - c. Lifetime guarantee (Lifetime to be defined as long as the vehicle is in Hillsborough County's possession) on all body repairs made. All parts warranties will be subject to the manufacturer's standard warranty.
 - d. Must agree to Hillsborough County's appraiser (Mike Cataudella @ 813-961-7836) appraisal estimate prior to beginning any work. Estimate to be based upon ADP standard. Any hidden damage will require a supplemental appraisal and approval from Fleet Mgmt prior to the completion of any additional work.
 - e. Must have been in business for 10 years as a commercial/retail auto body repair contractor under current name and tax ID.
 - f. Vendors must provide free storage inside (or in a lockable enclosure) vendor facility while unit(s) are in vendor possession.

- g. Vendors must provide a turn-around time based upon the total hours required to repair damage (reflected in the appraisal) divided by the industry standard of 6.5 workable hours per day. Turn-around time is subject to parts delays, painting work that may require extensive re-work and amended appraisals involving additional work identified after initial appraisal.
- h. Vendors must agree to a labor rate of \$38.00 an hour and a mechanical rate of \$65.00 an hour – rates considered to be Insurance Industry standard. The vendors must agree to a rate of \$45.00 an hour for body repair to one ton trucks and above to include Sunshine Line wheelchair vans and similar. The vendors must agree to a rate of \$55.00 an hour for body repair to mini buses. The vendors must agree to a rate of \$65.00 an hour for body repair to heavy equipment and large Fire Rescue units (to include pumpers & ladder trucks). Materials / paints: \$22.00 an hour.
- i. Vendors must possess a drive-on frame machine
- j. Vendors must possess a paint spray booth
- k. Vendors must agree to wash and vacuum all vehicles prior to returning them to Fleet Management
- l. Vendors must submit an itemized invoice, reflecting both parts and labor for all repairs done. Fleet will perform an inspection of all work done prior to acceptance and payment of invoice.
- m. Free pick-up and delivery on all vehicles to be repaired. Vehicles are to be towed to and from Fleet Management. Vendor may drive unit(s) to and from Fleet Mgmt provided vendor has proper insurance as required by Hillsborough County. All vehicles are to be picked up and delivered to:

Hillsborough County Fleet Management Department
410 South 78th Street

CONTRACTOR'S QUESTIONNAIRE

Company Name: _____

Principal Officer: _____

Company Address: _____

Years in Business under Present Name: _____

Primary type of work your firm engages in: _____

Years experience in your primary type of work: _____

List other types of work your firm engages in:

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract? _____

Include copies of licenses and certificates with bid proposal.

Demonstrate your capacity to perform work of this magnitude by indicating five (5) projects within the past two (2) years that are equal to or greater in scope.

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Company Name:	Contact Name:	
Contract Amount:	Phone #	Fax #

Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

What equipment do you own that is available for the proposed work.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of Hillsborough County.
