

# BID REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

**Bid Number:** 19, 593, Temporary Employment Services

**Description:** Provide the necessary labor, material, and supervision necessary for providing personnel for temporary employment services for the County and its Constitutional Officers' on an as needed basis.

**Receiving Period:** Wednesday, April 17, 2019, prior to 2:00 p.m.

**Bid Opening:** Wednesday, April 17, 2019, 2:00 p.m.

**Special Instructions:** A **NON-MANDATORY** pre-bid will be held Thursday, April 4, 2019, 10:30 a.m. in the Procurement Division conference room, located at 330 W. Church St, Room 150, Bartow, FL 33830. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidders Submittal will be considered non-responsive.

This form is for bid registration only. Please scroll down for additional information.

## BIDDER REGISTRATION

**(FAX THIS FORM BACK IMMEDIATELY TO FAX: (863) 534-6789)**

Carefully complete this form and e-mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID • DO NOT OPEN**

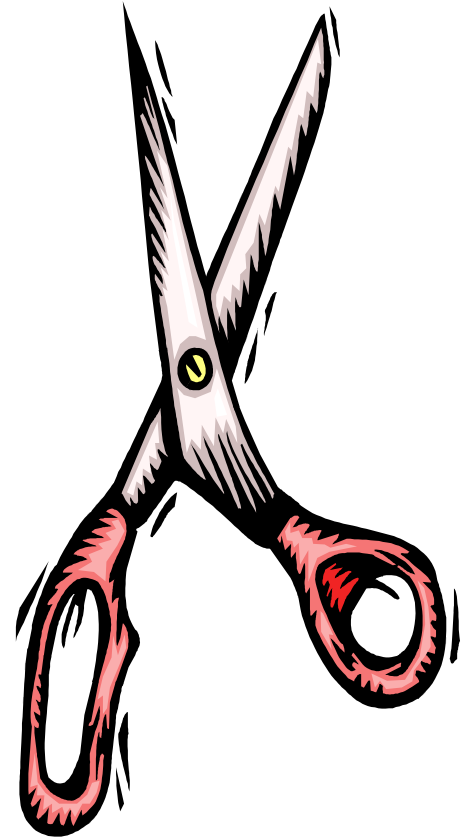
SEALED BID NO.: 19-593

BID TITLE: **Error! Reference source not found.**Temporary  
Employment Services

DUE DATE/TIME: Wednesday, April 17, 2019 prior to 2:00 p.m.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO:       PROCUREMENT DIVISION  
330 West Church Street, Room 150  
Bartow, Florida 33830



**POLK COUNTY**

**Procurement Division  
Fran McAskill  
Procurement Director**

**Bid # 19-593  
TEMPORARY EMPLOYMENT SERVICES**

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing all labor, equipment, materials, and supervision necessary for providing personnel for temporary employment services for the County and its Constitutional Officers' on an as needed basis as described herein. Sealed bids will be received in the Procurement Division, **April 17, 2019, prior to 2:00 p.m.** Bids will be opened at 2:00 p.m. April 17, 2019.

Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid number. Submit all questions to **Michele Sims, Procurement Manger**, via email at [michelesims@polk-county.net](mailto:michelesims@polk-county.net) or via fax at (863) 534-6789 by 4:00 p.m., Monday, April 8, 2019.

Special Instructions: A **NON-MANDATORY** pre-bid will be held Thursday, April 4, 2019, 10:30 a.m. in the Procurement Division conference room, located at 330 W. Church St, Room 150, Bartow, FL 33830. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidders Submittal will be considered non-responsive.

Bids may be mailed, express mailed or hand delivered to:

**Procurement Division  
330 W Church St, Rm 150  
Bartow, Florida 33830  
(863) 534-6757  
STATEMENT OF NO BID**

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- |   |   |
|---|---|
| <input type="checkbox"/> Insufficient time to respond   | <input type="checkbox"/> Unable to meet specifications              |
| <input type="checkbox"/> Do not offer this product      | <input type="checkbox"/> Unable to meet bond/insurance requirements |
| <input type="checkbox"/> Specifications unclear         | <input type="checkbox"/> Schedule would not permit us to perform    |
| <input type="checkbox"/> Specifications too restrictive | <input type="checkbox"/> Other (please specify below)               |

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Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

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# BIDDER INSTRUCTIONS AND GENERAL INFORMATION

**BIDDER INSTRUCTIONS:** To ensure acceptance of this bid, follow these instructions.

**BID DOCUMENTS MUST BE DELIVERED TO THE PROCUREMENT DIVISION PRIOR TO 2:00 P.M. ON THE DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.**

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

**NOTE:** In accordance with Florida Statute 119.071, a listing of vendors that provide a bid submittal shall be posted to the County’s website at <http://www.polk-county.net/procurement/bid-status>. The sealed bids shall remain exempt from disclosure, including bid amounts, until recommendation of award or 30 days after bid opening, whichever event occurs first.

Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than 12 months after the notice of rejection of all bids.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.

6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The vendor shall include the bid number and/or the purchase order number on all invoices. The vendor's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or their designee. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **LIABILITY:** The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually

agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
15. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

A copy of the bid protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

**FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

16. **INDEMNIFICATION:** Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

17. **PUBLIC ENTITY:** 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 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 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. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **CODE OF ETHICS:** If any bidder violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.
20. **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel. **(DO NOT INCLUDE MORE THAN ONE BID SUBMITTAL PER ENVELOPE. BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND ONE (1) COPY OF ORIGINAL.)** The **Original** bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.

## **GENERAL INFORMATION**

1. **DEFINITIONS:** The term “County” means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **AWARD(S):** The award of this bid shall be based on low bid meeting specifications and other criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
  - Vendor’s evaluation – quality of performance on previous projects.
  - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
  - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.



- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
- The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service, as required or needed.
- The number and scope of conditions attached to the bid.

3. **LOCAL PREFERENCE:** It is the policy of the Board of County Commissioners to afford local preference to Polk County entities in the award of bids. Preference shall be administered in accordance with the following:

When bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 1% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest-price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

When bids are received that are greater than \$5,000,000.00, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within .5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the bid if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows local preference, the County will adhere to those requirements by not applying this section.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

4. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women or minority owned businesses in the award of bids. Preference shall be administered in accordance with the following:

When sealed bids are received that do not exceed \$3,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$3,000,000.00 but do not exceed \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 1% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

When sealed bids are received that are greater than \$5,000,000.00, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within .5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match lowest price is reached, the women or minority owned entity will be awarded the bid if the women or minority owned entity is otherwise fully qualified and meets all County requirements.

The term "Women or Minority Owned Entity" means any business having at least 51% ownership by women or minority group members who independently control the management and day-to-day operations of the firm. Group members are Females, African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, and Asian-Indian Americans.

If a contract is being funded in whole or in part by assistance of any federal, state or local agency which disallows this form of preference, the County will adhere to those requirements by not applying this section.

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this bid qualifies as a Sheltered Market bid.

5. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
6. **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
7. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
8. **FACILITIES:** The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
9. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
10. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
11. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
12. **TERMINATION/SUSPENSION:** The County may terminate this Bid at any time, in whole or in part, either for the County's convenience or because of the Bidder's material default of its Bid obligations, by delivering a written notice of termination to the Bidder. Upon receipt of such notice, the Bidder shall:
  - Immediately discontinue all work unless the County's notice directs otherwise, and
  - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Bidder may have accumulated or generated in the course of performing the work of the Bid.

If at any time the User Division determines that the Bidder is in material default of its Bid obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Bidder that specifically states the basis for the Bidder's default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Bidder shall correct all events of default. If, however, the Bidder's material default is such that it cannot be reasonably

cured within the ten (10) day time period, then the County will not terminate the Bid for such default if the Bidder commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Bidder's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the Bid, and (ii) may also suspend the Bidder in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

13. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.
14. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
15. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on are hereby made a part of the purchase order by reference thereto.
16. **PERFORMANCE AND PAYMENT BOND:** If a bond is required, it will be called out in the Special Conditions section of the bid. The vendor shall furnish a performance and payment bond, in an amount equal to the amount awarded, as security for the faithful performance and payment of all the vendor's obligations under the bid documents. The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the bid documents. All bonds shall be in the form prescribed by the bid document except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
17. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify> which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

18. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
19. **PRICE INCREASES:** The Procurement Director Reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the appropriate price index.
20. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** When events occur that are not of the Contractor or County's doing, neither the Contractor nor the County will be deemed in default should the events meet the definition of "Uncontrollable Forces", also known as "Force Majeure". The term "Uncontrollable Forces" or "Force Majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations and which is beyond the reasonable control of the non-performing party. The events include, but are not limited to, fire, flood, earthquakes, storms, hurricanes, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied the event prior to its occurrence.

The non-performing party shall, within five (5) calendar days after being prevented or delayed from performance by an uncontrollable force, deliver written notice to the other party particularly describing the circumstance that prevented its continued performance of the obligations of the work and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

21. In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.
22. The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this bid will be assigned during the term of this bid. Further, the successful vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.
23. **ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.
24. **PUBLIC RECORD LAWS**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [JOHNATHANSIMS@POLK-COUNTY.NET](mailto:JOHNATHANSIMS@POLK-COUNTY.NET)**

25. **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

26. **No Construction Against Drafter**. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.



# ATTENTION BIDDERS

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

You may register by going to the following link:

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

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

Only registered vendors will receive notifications of future bids and quotes.

## SPECIAL CONDITIONS

1. Award will be based on the overall low for lines 1 through 7 of the bid sheet; Bidder must bid on line items 1 through 7 to be deemed responsive. Award of Items 8 and 9 will be made to the individual low per item. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
3. The period of performance for this bid is from June 1, 2019 through May 31, 2020 ("Termination Date"). This bid will automatically renew, extending the Termination Date, for two (2) one (1) year periods, unless otherwise terminated in accordance with General Information Items # 12 and #13. If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the services, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.
4. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information Item # 19.
5. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <http://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
6. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.
7. Any additions, deletions, or modifications similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.

## QUALIFICATIONS

1. Bidders must have been engaged in temporary employment services in the State of Florida for a minimum of three (3) consecutive years and identify a minimum of three (3) companies or public entities that have been serviced by Vendor within the past three (3) years.
2. Vendor must be an Equal Opportunity Employer that does not discriminate against qualified individuals on the basis of race, religion, color, sex, age, natural origin or disability. Submit a copy of companies EOE policy with your bid submittal.
3. Vendor shall demonstrate in writing that it will provide a reasonable accommodation to any individual who has a physical disability it is aware of. Bidders should submit a copy with their bid submittal, or must provide within three (3) business days upon request prior to award.
4. Bidder should submit a minimum of three (3) references from companies and/or Governmental Agencies of similar size as Polk County with their bid submittal or must provide within three (3) business days upon request prior to award. Bidders must not have received more than two vendor complaints by any company and/or Governmental Agency within the last 12 months.

# SCOPE OF WORK

## 1. General

- 1.1. The purpose of this annual bid is to establish firm fixed prices on an hourly rate for the job classifications described herein. These positions may be requested on an as needed basis from any of the divisions throughout the County. This annual bid is generally used for short-term projects, six (6) months or less but may be used for longer term projects, as necessary. The obligation of the County will be solely to compensate the Vendor for the number of hours provided in accordance with the Billing Rate on the Bid Form. Benefits (health, insurance, 401K, etc.) are not required.
- 1.2. Employee schedules are variable as some County operations are 24/7 operations. Work schedules will be established and communicated to the temporary employee by the hiring division. Services will normally be performed during traditional Monday through Friday regular work hours. A workweek constituting forty work hours shall be considered a regular workweek less any established holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. with a one-hour break for lunch. The User Division requesting the temporary personnel shall determine the number of hours worked daily, the length of time the additional help is required and the total number of people required.
- 1.3. Temporary personnel work may cover a wide range of occupations, including but not limited to the following occupational categories:
  - a. Non-Technical – office/clerical, administrative support and light industrial.
  - b. Skilled Trades – skilled workers with typical hand tools, laborers, mechanics, maintenance and repair specialists.
  - c. Equipment Operators/Construction Workers
  - d. Technical – IT personnel, planners, surveyors, engineers, construction inspectors and other technical needs.
  - e. Lifeguards (must possess EMT certificate)
- 1.4. Position descriptions are provided for routine categories and job classification of anticipated temporary personnel are incorporated herein and made a part of this bid document.
- 1.5. Temporary positions are described by General Job Descriptions. Should there be a need for specific job descriptions to meet any federal requirements. Polk County Human Resources (HR) shall furnish a complete detailed job description for each position requested.
- 1.6. The first awarded Vendor shall be given the opportunity to provide the temporary personnel and shall be given a minimum of 24 hours' advance notice for any position needed. Should the first awarded Vendor be unsuccessful in securing an employee

for the requested position within 48 hours of the request, the County reserves the right to request the temporary personnel from the second awarded Vendor. The County shall have the right to approve and refuse any temporary employee. In the instance of an unsatisfactory or unqualified person being assigned, that person may be dismissed from his/her duties immediately and if deemed necessary escorted from the County's property. If dismissed before commencing work, billing for that temporary employee shall not be accepted.

- 1.7. The Vendor shall provide individual reports on personnel to the County's Equity and Human Resources Division upon request.
- 1.8. Any Vendor that is currently providing the County with temporary employees must submit, within 5-business days of request, a list of those employees along with the job classification under which they are being employed with their bid submittal. That list must contain the following:
  - a. Name of temporary employee
  - b. County Division placed with
  - c. County Supervisor
  - d. Classification placed under
  - e. Hourly wage being paid to the employee
  - f. Date employee was placed in the position
- 1.9. Vendors understand that no penalty for hiring a temporary employee will be assessed to the County should the temporary employee be hired by the County on a part-time or full-time basis after 90-days of continuous employment.
- 1.10. If the County determines the person(s) sent to any job site is/are not qualified to perform the required work within the first four (4) hours after reporting to work, then the person(s) will be sent back to the Vendor at no cost to the County.
- 1.11. A temporary employee may be dismissed from his/her assignment at the sole discretion of the County for the use of alcohol or controlled substances while on duty, using profanity or being verbally abusive, disobedience of reasonable directions given by the County's personnel, violation of safety rules and regulations and misuse of the County's property.
- 1.12. Any work products such as reports, drawings or charts or other intellectual property that are produced by a temporary employee as part of the services under this agreement shall be the sole property of the County. All reports, correspondence and any other information is subject to the Florida Public Records Law.
- 1.13. Protection of County Information – Due to the sensitive nature of the information maintained by the County, the Vendor or any Vendor employee shall not disclose or release in any manner, any and all information the County deems private, privileged or confidential transmitted/handled during the performance of the contract service. At no time shall any information be disclosed without the County's prior written consent.
- 1.14. Time sheets must detail out the time worked with a deduction for lunch. The County will pay in 15-minute increments, no less. If time is not posted on the quarter hour, it

will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up.

- 1.15. The successful Vendor(s) must be ready to provide temporary personnel within ten (10) calendar days from the date of Bid Award.
- 1.16. Vendors must possess the capability of providing Fair Credit Reporting Act (FCRA) compliant background checks for any temporary personnel requested by the County. Pricing for the types of background checks to be provided are not a part of the basis of award. Vendor must provide pricing for all types of background checks noted on the Bid Sheet; failure to do so may cause the bid to be considered non-responsive.
- 1.17. The County may request confirmation of background screening and the documented results, which should be provided to the County within 5-business days. The County may request additional background or other checks including criminal background checks and fingerprinting of all temporary employees. Upon award of contract, the Incumbent Vendor must provide all background screening documentation/records to the County to facilitate transition. The awarded Vendor is not required by the County to re-screen existing temporary employees. Background Checks shall include but not limited to the following:
  - a. Pre-employment drug screening
  - b. Authorization to work in the United States
  - c. Statewide criminal check (going back at least 10 years)
  - d. Nationwide criminal check/Discovery (checks state criminal records and sexual predator databases for all states)
  - e. Positions that require driving County vehicles or personal vehicles for County business – 10 years driving history record check
  - f. Positions associated with Children Services Council grant require FDLE fingerprinting and criminal records search (i.e., Recreation Aide, Recreation Leaders). Also known as a Level II background check
  - g. Education verification
- 1.18. Workers provided by the Vendor shall be the employees of the Vendor. The Vendor shall be exclusively responsible for, and agree to indemnify the County against liability for the payment of any and all contribution or Federal, State or City salary taxes, Social Security and Medicare taxes, taxes for unemployment insurance, pensions or annuities or for other purposes now or hereafter imposed by the Government of the United States, State of Florida or Polk County, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to or on behalf of persons employed by Vendor on work in connection with this Bid.

- 1.19. The Vendor must train and test employees for proficiency on office equipment and software and check for proficiency on light and heavy equipment, etc., as provided by the job classification. The Vendor shall confirm the validity of all required licenses. All testing and training must be fair and non-discriminatory and should follow (FLSA) Labor and Justice Department rules and requirements as prescribed under law. The awarded Vendor(s) shall verify resumes and/or test each temporary employee to ascertain that they are qualified for the work for which they are being hired.
- 1.20. The County reserves the right to visit the bidder's site to observe the testing and training procedures, as part of the evaluation of bidders, or to evaluate the Vendor's ability to continue to provide services as required.
- 1.21. The Vendor shall be responsible for the initial sourcing and selection process. However, the County shall have the final approval authority to hire. The County reserves the right to request an interview with prospective temporary employees prior to the employee reporting for work.
- 1.22. Should a federally or state mandated increase to minimum wage take effect, awarded Vendors shall be permitted to increase the hourly rate paid to the temporary personnel only. Vendor(s) will only be allowed to increase the portion of the costs noted on their Bid Sheet that is paid to the temporary employee. No increase to the mark-up will be allowed. Adjustments to markup shall only be allowed upon renewal of the bid in accordance with General Instructions, Item 19.
- 1.23. The rates listed on the Bid Sheet are the minimum wages to be paid to temporary employees for each job classification. Vendors shall bid a bill rate for each job description for which they wish to be considered. Temporary employees furnished by the Vendor will not be entitled to participate in any of the County benefit plans. Regular and premium or overtime hourly rates paid to temporary employees are the responsibility of the Vendor. Overtime shall be paid upon proper authorization from the County supervisor who signs the time card for the temporary employee. Vendor shall pay overtime to the temporary employee when overtime or a holiday is authorized, worked and paid for by the County.
- 1.24. The County reserves the right to keep the temporary personnel engaged for as long as the need continues. No increase to the hourly rate or the markup will be allowed mid-term, unless otherwise mandated by authority or granted by the County.
- 1.25. Should a need arise for temporary personnel for which a job classification has not previously been provided, the County shall provide the job classification at the time of request to the first awarded Vendor. If the first awarded Vendor is unable to secure the temporary personnel needed for the particular job classification within seventy-two (72) hours of notification, the County reserves the right to rescind the request and offer it to the second awarded Vendor. The markup shall be provided to the County for approval prior to engagement of the temporary personnel.
- 1.26. At times the County may send a candidate to the Vendor and only need the Vendor to "Payroll" the candidate's position. Since in this instance, the County has sourced the candidate the Vendor cost shall only include all required insurance and all

applicable taxes required for payroll purposes. "Payrolling" could be requested for any job classification. If the job classification is not listed within this document, the user Division shall supply the Vendor with the job description at the time of request. The County is not precluded from using another contract for these services should it be in the best interest of the County to do so.

- 1.27. A "Temporary Labor" Authorization Number must accompany all requests for temporary personnel. The User Division requesting the temporary personnel shall complete a "Temporary Labor Request Form"; this form shall be forwarded to the Equity and Human Resources Division. Equity and Human Resources will assign an authorization number to the request; a representative of the User Division will then contact the Vendor to request personnel. The awarded Vendor(s) must reference this number, along with the Bid number, on all invoices submitted. Personnel provided by the Vendor(s) without first obtaining this authorization will not be paid.
- 1.28. Time sheets may be faxed or emailed to the User Division; however, a paper copy of the approved time sheet must accompany the invoice.
- 1.29. Any safety equipment, e.g. hard hats, goggles, safety glasses, etc., that may be required on a job, will be provided by the County.
- 1.30. Upon award of this contract, the incumbent vendor will be required to provide all background screening (re: 1.16 and 1.17) for all temporary employees within 5-(five) business days.
- 1.31. The awarded vendor must prepare for transition that will include meeting with managers and temporary employees for processing of personnel. This process must be coordinated with Equity and Human Resources to ensure no loss of continuity for the County's mission and no hardship for the transitioning temporary employees.

**2. HOLIDAYS:**

- 2.1. The following days shall be holidays recognized by the County. If any recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday and if any recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.
  - a. New Year's Day
  - b. Martin Luther King Jr., Day
  - c. Memorial Day
  - d. Independence Day
  - e. Labor Day
  - f. Veteran's Day
  - g. Thanksgiving Day and the day after



- h. Christmas Eve Day
- i. Christmas Day

**3. FOR CLASSIFICATIONS REQUIRING DRIVING OF COUNTY VEHICLES**

- 3.1. Some job classifications will require the employee to drive a Polk County vehicle. Should that be required, the awarded Vendor(s) must supply the User Division with a copy of the employee’s Department of Motor Vehicles drivers’ license report.
- 3.2. An employee will not be accepted for temporary employment if their driving record reflects they:
  - a. Have been convicted of an alcohol/drug related offense within the previous 36 months.
  - b. Have been convicted of two (2) alcohol/drug related offenses within the prior ten (10) years.
  - c. Have a suspension, revocation, or restriction due to moving violations within the previous 36 months.
  - d. Have a temporary license from the Court permitting them to travel “To and From” work only, or permitting them to “Drive at work only”.
  - e. Have accrued 12 points within the previous 24 months.
  - f. Have accrued 18 points within the previous 36 months.
- 3.3. The County also reserves the right to disqualify an employee from a driving position based on their “total” driving record, even if they meet the stated requirements contained within this bid document.
- 3.4. In order to be awarded line items that require driving of a County vehicle, the awarded Vendor(s) must provide an insurance certificate stating the following:
  - a. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.
  - b. Primary Insurance:  
Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributory.

**4. General Job Descriptions**

**4.1. LABORER:**

Must have the physical, developmental and mental ability to perform job tasks, work efforts, responsibilities and duties of the job illustrated below:

- a. Unskilled and limited semi-skilled manual labor performing light and heavy construction, maintenance and custodial tasks. Works on patch, shoulder or finish crews performing the following tasks:
- b. Patches holes in the road with asphalt or rock; rakes asphalt; digs and fills holes/construction projects using shovel and other hand tools; clears brush from right-of-way, drainage ditches and roadway areas using hand sling and other tools; removes refuse from roadsides and grounds by hand or "Litter Stick"; fills and stacks sand bags; lifts and carries 25# cement blocks used in project works; lifts, carries and assists with position placement of corrugated metal, plastic and cement pipes; assist with building wooden frames and assist with mixing and pouring of concrete; loads and unloads material and supplies from trucks and vans.
- c. Uses hand tools; sweeps walks; removes refuse from grounds; cuts, trims, waters and fertilizes lawns and bushes; performs custodial work for office/bathrooms as necessary. May aide in moving furniture or equipment and large bulky objects. The ability to perform routine unskilled manual labor work. Ability to see, hear sounds at a normal level, ambulate independently, bend, stoop, sit and stand. Ability to use multi-hand and/or foot controls. Ability to perform tasks that require eye and hand coordination. Ability to work in all weather and environmental conditions (i.e.: sun, rain, cold, swamp, ditches, dirt and hot asphalt). Ability to follow instructions and concentrate on assigned tasks. Must be able to lift and carry materials that have an average weight of 50 lbs. Performs related duties as required.

**4.2. CLERK TYPIST/DATA ENTRY:**

Major Function

Clerical office work involving varied and independent work assignments within those areas of established procedures, practices and policies of the assigned office.

Illustrative Duties

Performs clerical, fiscal and other record keeping duties using personal computers, typewriters, calculators, copy machines and other general office equipment. Files documents, forms and other paperwork. Greets/assists and directs visitors to appropriate offices. Prepares paperwork for the assigned office according to established practices and procedures. Posts data, fiscal information or other record keeping information by written notations. Follows procedures for processing invoices for payments insuring that other record keeping matters are noted, recorded and filed appropriately. Gathers, assembles and places information in format utilized within office operations or report form requirements. Receives/transfers phone calls to the appropriate individual. Completes and prepares memorandums, reports, letters, forms, statements, purchase orders as directed. Reviews various record keeping forms to insure that fiscal matters, reports, statements, purchase orders are calculated and extended correctly (i.e.: daily, weekly, monthly, annually).

Deals with the public via telephone or in person guiding them according to unit established procedures, providing information and/or responding to inquiries as directed or trained by supervisor(s). Takes telephone messages. May receive and transmit messages and information via radio base dispatching unit if required of assigned unit. Assists with receptionist duties as necessary. Handles routine mail duties such as sorting, date stamping, distributing and preparing for mailing according to established office procedures.

Performs related duties as required.

Knowledge, Abilities and Skills

Knowledge of English, spelling and arithmetic. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical task of office assigned and adhere to prescribed routines. Ability to make mathematical computations and tabulations accurately and with reasonable speed. Ability to meet and deal courteously and effectively with employees and the general public. Ability to use personal computers, typewriters and other office equipment of the assigned work unit. Ability to type DEO-Engineering (0 CWPM); DEO-Parks (40CWPM); DEO-Roadway (35 CWPM); DEO –Utilities (30 CWPM); and DEO-Communications (40 CWPM).

**4.3. SECRETARY I**

Major Function

Clerical and related office work, which follows the established procedures, practices and policies of the assigned office. Assist supervisor and other office personnel with various work projects, assignments and requirements.

Illustrative Duties

Performs clerical, fiscal and other record keeping duties using personal computers, typewriters, calculators, copy machines and other general office equipment. Prepares memorandums, reports, letters, forms, statements, purchase orders as necessary using established practices and procedures of assigned work unit. Types correspondence, memorandums and other related documents/materials. Assists supervisor in completion of secretarial and related clerical program/work unit duties. Sets up letters, forms, memoranda, reports and other program/office related work. Assists in drafting, proofreading and processing reports, documents, letters, forms and related program/work unit needs/requirements.

Prepares paperwork for the assigned office according to established practices and procedures. Posts data, fiscal information or other record keeping information by written notations.

Receives and directs incoming calls. Deals with the public, other employees or officials via telephone or in person guiding them according to unit established procedures, providing information and/or responding to inquiries as directed or trained by supervisor. Takes telephone messages. Routine mail duties such as

picking up, sorting, date stamping, distributing and preparing for mailing according to established office procedures. Sets up and maintains files.

Files documents, forms and other paperwork. Advises others of appointments, engagements and meetings.

Performs related duties as required.

Knowledge, Abilities and Skills

Knowledge of business English, punctuation, spelling and arithmetic. Knowledge of general office practices, procedures, and record keeping methods. Ability to work independently and adhere to prescribed routines and practices. Ability to learn assigned secretarial and clerical task of office assigned and adhere to prescribed routines. Ability to make mathematical computations and tabulations accurately and with reasonable speed. Ability to meet and deal courteously and work effectively with employees, officials and the public. Ability to use personal computers, typewriters and other office equipment of the assigned work unit. Ability to type 40 CWPM.

**4.4. SECRETARY II**

Major Function

Clerical and related office work, which follows the established procedures, practices and policies of the assigned office. Assist supervisor and other office personnel with various work projects, assignments and requirements.

Illustrative Duties

Performs clerical, fiscal and other record keeping duties using personal computers, typewriters, calculators, Copy machines and other general office equipment. Acts as personal assistant to supervisor by assisting, initiating and carrying to completion secretarial and related clerical program/work unit duties. Independently drafts, prepares, checks and/or researches forms, records, reports, summaries and other related office material. Prepares memorandums, reports, letters, forms, statements, purchase orders as necessary using established practices and procedures of assigned work unit. Independently follows up on project/office assignments to insure timely results. Assembles agenda and related material for meetings, conferences and other related work unit needs/requirements. Composes and types correspondence, memorandums and other related documents/materials. Sets up letters, forms, memoranda, reports and other program/office related work. Assists in drafting, proofreading and processing reports, documents, letters, forms and related program/work unit needs/requirements.

Prepares paperwork for the assigned office according to established practices and procedures. Posts data, fiscal information or other record keeping information by written notations. Reviews various record keeping forms to insure that fiscal matters, reports, statements, purchase orders are calculated and extended correctly.

Receives and directs incoming calls. Deals with the public, other employees or officials via telephone or in person guiding them according to unit established procedures, providing information and/or responding to inquiries as directed or trained by supervisor. Takes telephone messages. Sets up and maintains files.

Files documents, forms and other paperwork. Maintains and schedules appointment calendar. Advises others of appointments, engagements and meetings. Transcribes machine dictation when required by the assigned unit/office. Takes and transcribes meeting minutes as required.

Performs related duties as required.

Knowledge, Abilities and Skills

Knowledge of business English, punctuation, spelling and arithmetic. Knowledge of general office practices and procedures and record keeping methods. Ability to work independently and adhere to prescribed routines and practices. Ability to learn assigned secretarial and clerical task of office assigned and adhere to prescribed routines. Ability to prepare or draft routine documents and compose business letters, memorandums, related forms, and program materials. Ability to make mathematical computations and tabulations accurately and with reasonable speed. Ability to meet and deal courteously and work effectively with employees, officials and the public. Ability to use personal computers, typewriters and other office equipment of the assigned work unit. Ability to oversee the work of others when assigned. Ability to type 45 CWPM.

**4.5. RECEPTIONIST**

Major Function

Greets/assists and directs visitors to appropriate offices. Files documents, forms and other paperwork. Receives/transfers phone calls to the appropriate individual.

Illustrative Duties

Deals with the public via telephone or in person guiding them according to unit established procedures, providing information and/or responding to inquiries as directed or trained by supervisor(s). Takes telephone messages. Handles routine mail duties such as sorting, date stamping, distributing and preparing for mailing according to established office procedures.

Performs related duties as required.

Knowledge, Abilities and Skills

Knowledge of English, spelling and arithmetic. Ability to understand and follow oral and written instructions. Ability to learn assigned clerical task of office assigned and adhere to prescribed routines. Ability to meet and deal courteously and effectively with employees and the general public. Ability to use personal computers, typewriters and other office equipment of the assigned work unit.

**4.6. CASHIER/ACCOUNTING CLERK**

Must have the physical, developmental and mental ability to perform job tasks, work efforts, responsibilities and duties of the job illustrated below.

Major Function

Clerical work which follows well-established procedures requiring use of cash register, computer CRT, 10-key calculator, typewriter and copier machine.

Essential Duties and Responsibilities

Receives, counts and verifies cash and other negotiable instruments prior to validating on data system cash register; validates payments using case number as input code; reads and closes cash register twice daily; tapes and balances receipts to register readings using Change Fund Reconciliation Report at each cash register closing. Assists walk-in customers with questions relating to their case. Makes copies as required. Files documents and other records as required, in numeric or alphabetic order.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Language Skills

Ability to read and interpret documents such as safety rules, operating instructions, maintenance instructions and procedure manuals.

Mathematical Skills

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers and decimals. Ability to compute rate, ratio and percent.

Other Skills and Abilities

Ability to type accurately at a rate of 25 wpm. Ability to work with the general public in a calm, courteous and professional manner. Ability to organize, prioritize and manage workload to meet necessary time requirements. Ability to file alphabetically and numerically. Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.

**4.7. JANITORIAL**

Must have the physical, developmental and mental ability to perform job tasks, work efforts, responsibilities and duties of the job illustrated below:

Illustrative Duties

Physical work in housekeeping and domestic tasks in and around buildings or property.

Scrubs, mops, waxes and polishes floors. Dusts and polishes furniture. Washes windows, woodwork, toilets, washrooms and fixtures. Maintains stock levels as required and maintains routine records of disbursement.

Replaces burned out light bulbs.

Empties ashtrays and wastebaskets. Takes out trash for disposal. Cleans up grounds and areas around building.

Performs related work as required.

Knowledge, Abilities and Skills

Ability to follow instructions. Ability to perform a variety of manual work. Physical ability to perform custodial duties. Ability to learn the proper use and care of standard janitorial tools and equipment.

**4.8. BUILDING INSPECTOR**

Major Functions

Technical construction inspection work requiring a high level of judgment in enforcement of adopted codes and standards in licensed disciplines.

Illustrative Duties

Performs field inspections to check construction for compliance with adopted codes, standards, ordinances, approved plans and manufacturer's specifications/requirements. Produces lists of violations and departures from approved plans and/or manufacturer's specifications/requirements, and posts correction notices. Requires that violations be corrected and construction be performed in accordance with approved plans, and manufacturer's specifications/requirements, or that plans be revised as necessary, before approving the inspection.

Inspects mobile/manufactured structure installations for compliance with manufacturer's requirements and state guidelines, as appropriate. Lists violations and requires that they be corrected before approving the installation. Provides code interpretations to interested parties. Meets with owners, contractors, architects, engineers and plans examiners to resolve field problems. Maintains effective communications with supervisors, plans examiners and other inspection agencies. Posts stop work orders as directed for unpermitted work. Produces both oral and written inspection reports as required. Enters inspection results and comments in computer.

Performs related duties as required.

Knowledge, Abilities and Skills

Knowledge of construction codes, standards and ordinances. Knowledge of principles, practices and techniques used in building construction. Ability to sit, bend, stoop, stand, ambulate independently, drive from work site to work site and perform inspections. Ability to exercise good judgment in evaluating situations and making decisions. Ability to see colors, hear sounds at a normal level, perform tasks that require eye and hand coordination, speak in a manner that can be understood, write clear and concise reports and complete forms. Ability to perform work in all weather and environmental conditions. Ability to read and interpret plans and specifications. Ability to establish and maintain an effective working relationship with owners, contractors, design professionals, other agency inspectors, the public and other employees. Ability to use basic computer software.

Mandatory Certification/Licensure

Must have certification as either a One and Two Family Dwelling Inspector, OR a Building, Commercial Electrical, Plumbing or Mechanical Inspector, from the Florida Department of Business and Professional Regulation (DBPR).



# BID SHEET

\*Award will be based on the overall low of lines 1 through 7 of the bid sheet; Bidder must bid on all line items 1 through 7.

\*Award for Items 8 and 9 will be to the individual low per item.

			Column A	Column B	Basis of Award
Item #	Job Classification	Minimum Hourly Wage	Up Charge (0-90 days)	Up Charge (90+ days)	Average Up Charge
1	Laborer	\$9.00			
2	Clerk Typist/Data Entry	\$10.69			
3	Secretary I	\$11.30			
4	Secretary II	\$11.94			
5	Receptionist	\$9.40			
6	Cashier/Accounting Clerk	\$11.00			
7	Janitor	\$8.46			
<b>Overall Average:</b>			Up Charge average total divided by 9= (Basis of Award for Items 1 – 7)		\$
8	Payrolling	By Position			
9	Payrolling (includes County vehicle privileges)	By Position			
Background Checks					
Item #	Type	Cost			
1	Driver's license				
2	Fingerprint (Level 2)				
3	Physical				
4	Drug Test				
5	Criminal (State)				

\_\_\_\_\_

VENDOR NAME

# SIGNATURE ACKNOWLEDGEMENT (SUBMITTAL PAGE)

To Polk County, a Political Subdivision of the State of Florida

Date: \_\_\_\_\_

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the bidder.

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
CITY, STATE AND ZIP CODE

\_\_\_\_\_  
TITLE (TYPED OR PRINTED)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
TOLL FREE NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL BIDDERS:  
(SUBMITTAL PAGE)**

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

TIN #: \_\_\_\_\_

\_\_\_\_\_  
(Street No or PO Box Number) (Street Name) (City)

\_\_\_\_\_  
(County) (State) (Zip Code)

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization:

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

State of Incorporation \_\_\_\_\_

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

## DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
(SUBMITTAL PAGE)**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first  
duly sworn, deposes and says that:

1. He/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Title)

My Commission Expires: \_\_\_\_\_

## INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force General Liability, Automobile Liability, and Worker’s Compensation Liability policies of insurance during the contract period. Where the County is required to be listed on a policy, the County shall be referred to and listed as: Polk County, a political subdivision of the State of Florida.

Commercial General Liability Insurance, including County and Vendor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy. The deductible may not exceed \$25,000 unless a vendor obtains express written agreement from the County regarding a higher deductible. XCU Property Damage exclusion must be removed from the policy.

Each Occurrence:	\$1,000,000
Completed Operation	\$1,000,000
Pollution Liability	\$1,000,000

Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death, property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles. The automobile liability must be the primary insurance; any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributory and may not contain any limiting endorsements.

The Commercial General Liability Worker’s Compensation Liability and Comprehensive Automobile Liability policy must name the County as an additional insured on the policy as to both ongoing and completed operations. The policy must also include a waiver of subrogation in favor of the County.

Worker’s Compensation and Employer’s Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

- Admitted in the State of Florida Yes
- Employer’s Liability \$1,000,000
- All States Endorsement Statutory
- Voluntary Compensation Statutory

All insurance policies must be provided through Insurance Companies admitted in the State of Florida. All insurance policies must be issued by Insurance Companies that have an A.M. Best rating of A VIII or better.

Each Certificate of Insurance must list the Certificate Holder as:

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

**Temporary Employment Services**

**Bid 19-593**Error! Reference source not found.

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

## **INSURANCE (SUBMITTAL PAGE)**

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in Bid # 19-593.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- Polk County will be named as an additional insured for general and automobile liability
- The General Liability and Worker’s Compensation policies will contain waiver of subrogation in favor of Polk County
- Comprehensive Automobile Liability is the “Primary” insurance afforded by endorsement for the additional insured and shall apply as primary insurance. May not contain any limiting endorsements.

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Company Name

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Bidder (signature)



# SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County’s representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

Serious Violation: A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists, or from one or more practices, means, methods, operations, or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

Willful Violation: May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

Criminal/Willful Violation: A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

**Temporary Employment Services**

**Bid 19-593**Error! Reference source not found.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

1.4 The Contractor shall be aware that while working for the County, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA), and the Division of Safety, State of Florida, are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the County.

1.5 The Contractor shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County. All communications to the superintendent shall be as binding as if given to the Contractor.

# SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned bidder hereby certifies that they fully understand the safety requirements/regulation provisions and will comply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing (SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.: **19-593**

PROJECT NAME: Temporary Employment Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced  
(Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration