

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing turn-key projects, including all engineering, permitting, and regulatory requirements for an indefinite quantity of various utility related construction projects as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-246, Utilities Construction Services

Description: Deliver turn-key projects, including all engineering, permitting, and regulatory requirements for an indefinite quantity of various utility related construction projects.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 29, 2024.

Bid Opening: Wednesday, May 29, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, April 30, 2024, 9:00 a.m. at the Utilities Administration Building, Room 63, located at 1011 Jim Keene Blvd, Winter Haven, FL 33880.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Senior Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, May 20, 2024, 4:00 p.m.

RFP REGISTRATION

You must register using this form 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.

RFP Number: 24-246

RFP Title: Utilities Construction Services

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and six (6) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-246, Utilities Construction Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-246
RFP Title	Utilities Construction Services
Due Date/Time:	May 29, 2024, prior to 2:00 p.m.
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County’s secure electronic submittal website, Kiteworks. Proposers must email arigoldstein@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 24-246 Tab 1”

“RFP 24-246 Tab 2”

“RFP 24-246 Tab 3”

“RFP 24-246 Tab 4”

“RFP 24-246 Tab 5”

“RFP 24-246 Tab 6”

“RFP 24-246 Tab 7”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-246
Utilities Construction Services

Sealed proposals will be received in the Procurement Division, Wednesday, **May 29, 2024**, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, Senior Procurement Analyst, via email at Ari Goldstein or via fax at (863) 534-6789. **All questions must be received by Monday, May 20, 2024, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP 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 above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County (the “County”), a political subdivision of the State of Florida, is seeking proposals from qualified and experienced Florida Certified Underground Utility Contractors and Licensed General Contractors (each a “Contractor”) with experience in underground construction, water and wastewater plants, including high service pump stations to provide the utility construction services described below.

Note: The terms “Contractor” and “Proposer” refer to the entity submitting a proposal for this RFP.

It is the intent of the County to enter into an agreement with one or more contractors for indefinite quantity and indefinite delivery for various utility related construction projects. The Contractor(s) will be expected to deliver turn-key projects, including all engineering, permitting, and regulatory requirements.

QUALIFICATIONS

The following qualifications are required to be considered responsive to this RFP and are to be provided under Tab 1 of the proposal:

- Current State of Florida Certified Underground Utility and/or General Contractors License
- Current State of Florida plumbing license.
- Contractors must employ one (1) Advanced M.O.T. trained person capable of modifying the FDOT Standard 600 index.
- A Letter of Bondability in the amount of \$15,000,000 from a bonding agency 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 the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.

SCOPE OF SERVICES

The scope of work as defined by this solicitation will be planned or emergency work. Planned and emergency projects include, but are not limited to, ruptured water mains, service laterals, meter sets, force mains and reclaimed water mains being minor in nature to many thousands of feet. Projects may also include, but not be limited to, concrete and asphalt repair; gravity sewer failure, manhole replacement; pipe bursting; maintenance of traffic control plan design, set-up and maintenance; site restoration; horizontal directional drilling; roadway restoration including storm sewer, subgrade, base, paving, striping, curb and gutter, and sidewalk restoration; wet taps; line stops; demolition; erosion control; dewatering; bypass pumping; system testing, inspection and disinfection; clearing; grubbing; grading; right-of-way restoration; treatment facilities repair; treatment facilities replacement, modification and demolition; metering stations; pressure booster stations and pump stations; professional land surveying for construction layout, as-built and design purposes; preparation and certification of design/construction plans and record drawings.

All work related to controls, instrumentation, and SCADA components shall be performed by an instrumentation integrator that has a continuing contract with Polk County and is not part of the scope of services required under this RFP.

Planned Projects

If more than one contractor enters an agreement with the County, the County shall determine which contractor will complete planned projects by performing an analysis based on contractors' expertise, experiences, and available personnel to complete the scope of services for each planned project as well as taking into consideration the amount of money contracted with each contractor under the resulting agreements (Attachment "B", Contractor Work Analysis Form).

Planned projects will have a set scope of work and will be reviewed and scheduled with the Contractor at completion of design. All survey work will be submitted as such: Horizontal Datum, (Coordinate System) Florida State Plane West; (Units) U.S. Survey

Feet; (Horizontal Datum) North American Datum of 1983 (NAD 83(2011)). Vertical Datum. North American Vertical Datum of 1988 (NAVD88).

The work will occur in city, county, and state rights-of-way, utility easements and County-owned property throughout Polk County.

From time to time, the County may have other contractors on site providing services under other County bids or contracts. The Contractor will coordinate with these contractors when necessary.

For any planned projects, the County will either provide the Contractor with a written work order or will request a scope of work proposal from the Contractor. The Contractor shall acknowledge the request and be available for a meeting and/or site visit within three (3) business days. Within 10 days of this meeting, the Contractor will provide a "work order" to include a detailed scope of work, anticipated start date, timeline, and pricing based on the negotiated rates in the resulting agreement. If a Public Construction Bond (PCB) is required, the cost of the PCB should be included in the scope of work proposal.

Planned project work order proposals \$300,000 or greater shall be approved by the County Manager or Deputy County Manager prior to a purchase order (PO) being issued for the work. Planned project work order proposals under \$300,000 shall be approved by the Division Director. A history of cumulative spend for all prior POs issued to the Contractor(s) under this RFP should also be attached to all work orders. No work is to be performed until a PO has been issued.

The Contractor shall coordinate with PCU Operations & Maintenance at (863) 298-4101 at least five (5) days prior to the anticipated start date prior performing any work on an active system. If Operations staff cannot be reached, notify the assigned PCU Construction Inspector or Utilities Project Manager (PM).

After a purchase order has been issued to the Contractor, it may only be revised for increases or decreases to the scope of work or the time needed to complete the work. If the Contractor or County requests changes in the scope of work, price, or time of any work order due to unforeseen circumstances while performing work on a planned project, written notice of each change shall be delivered to the County or the Contractor within seven (7) calendar days of the initial verbal request. Any changes to an existing work order and associated PO will require approval by the Division Director for revised work orders under \$300,000 and approval by the County Manager or Deputy County Manager for revised work orders \$300,000 or greater.

Emergency Work

Emergency repairs or replacement work may be needed during the term of the resulting agreement. Emergency work is generally defined as life threatening, a health-related risk, acts of nature and equipment/product failure, etc. When emergency work is needed, the County PM will notify the Contractor when the emergency occurs and will specify the needed work. The Contractor must be capable of being on site, mobilized and have a crew work ready within 45 minutes of the first call on any given day, night, weekend, or holiday.

Treatment facility work, pump station work, pipeline work, asphalt repair, and/or concrete repair will be on an as needed basis and the scope of work shall be set by the County at time of said emergency. The work shall commence at once and a work authorization with corresponding PO will be issued when an accurate estimate of cost can be established. The Contractor shall provide the County with the estimated scope of work proposal within one (1) business day from emergency work beginning. The estimated emergency scope of work proposal shall be approved by the Division Director prior to the issuance of a PO.

Once the complete scope of work can be determined, the Contractor shall provide a written scope of work proposal to the County PM that includes the detailed scope of work, start date, end date or timeline if work is ongoing, and pricing based on the

negotiated rates in the resulting agreement. Changes to an existing emergency work order and associated PO will require approval by the Division Director for revised work orders under \$300,000 and approval by the County Manager or Deputy County Manager for revised work orders \$300,000 or greater.

Out of Scope Work

The County shall not be obligated in any event for payment over the amounts identified on the PO. When preparing a work order, if it is known or reasonably anticipated that there are necessary items of construction that are not included on the Cost Sheet of the agreement or, during the course of executing a planned or emergency project, the Contractor determines there are necessary items of construction that are not included on the Cost Sheet, the Contractor should include out of scope pricing proposal for the out-of-scope work. No out-of-scope work shall be performed without prior written approval from the County. The cost of the out-of-scope work shall not be greater than twenty percent (20%) of the cost of the in-scope work.

Upon approval by the County, a request will be made for a scope of work identifying the in-scope work and out-of-scope work on individual lines. If the County does not agree with the costs, the Contractor will be required to resubmit the scope of work with the requested changes and potential cost reduction. The County will review the revised budget and, if accepted, a PO will be issued.

Work Coordination

The Contractor is responsible for coordination, protection, relocation, and restoration of existing utilities, irrigation systems, plants, shrubs, lighting, signs, fences, mailboxes, power poles, and other existing improvements within the work area. To apply for the installation of a temporary water meter, the Contractor shall contact Karen Murphy, or current Utilities Environmental Specialist, with the Polk County Utilities Division, 1011 Jim Keene Blvd, Winter Haven, Florida 33880, Phone number: (863) 298-4228. Meter fees and water usage billing shall be the responsibility of the Contractor.

Known or Field Located Utilities

During the performance of all work authorized under the resulting agreement, the Contractor shall follow the guidelines as set forth by Sunshine State One Call of Florida (SSOCF), and Governing Law of the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statute (F.S.).

In the event that the Contractor or their subcontractor during the execution of the work breaks any known or field located pressure or gravity main identified under Sunshine One-Call guidelines, causing the disruption of service and/or an eminent hazard, it shall be the responsibility of the Contractor to immediately notify Polk County Utilities (PCU) Operations & Maintenance at the designated emergency telephone number and immediately undertake measures to repair the damaged utility, at no cost to the County. To that effect, the Contractor shall ascertain prior to initiating the work he has on hand the necessary repairing parts, tools, equipment, and labor without any delays carry out the repair work. PCU personnel shall witness repair work.

Acceptance of the Work

Within ten (10) calendar days of substantial completion of the work, a post-construction meeting will be scheduled. Attendees will include the County PM, Division representatives, and the Contractor. At such time, an inspection walk-through will be done for verification of completeness and quality of the work. The Contractor shall replace any workmanship or product found to be defective without additional charge to the County. The defective work shall be completed in an expedient and reasonable time frame but will not exceed 30 calendar days.

Bond Requirements

- A. The Contractor must submit a Bid Bond (Exhibit I) in the amount of \$10,000. This document must be submitted under Tab 1, Introduction.

- B. The Contractor must submit a Letter of Bondability from their bonding agent stating their current single job limit and aggregate limit. This document must be submitted under Tab, 1 Introduction.

- C. The Bid Bond and Public Construction Bonds (Exhibit II), as outlined below, shall be executed by a surety authorized to do business in the State of Florida and as 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 the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A-VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.
- D. PCB’s will be required prior to the issuance of purchase order, for the amount of the approved scope of work, as per the following outline:
- i. Scopes of work less than \$50,000 will not require a PCB
 - ii. Scopes of work greater than \$50,000 and less than \$100,000, a determination will be made by the County as to whether a PCB will be required
 - iii. Scopes of work greater than \$100,000 will require PCB
- E. A purchase order will be issued to the Contractor for the purpose of obtaining a PCB for emergency work. The Contractor must provide an original PCB to the Procurement Division within five (5) days of the PO being issued for the emergency work.
- F. A PCB will be reimbursed at cost to the Contractor on the first application for payment; a copy of the bond premium invoice must be attached to the first application for payment.
- G. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

ASSIGNMENT

The Contractor will not be permitted to assign its agreement with the County.

AGREEMENT

The term of this agreement will be for five (5) years unless otherwise terminated.

Tab 1, Introduction

- Include a transmittal letter showing:
 - Company name
 - Name of person who can bind the company
 - Address
 - Telephone number
 - Email address
 - Indicate if company will be available to construct/support planned projects only or if company will be available to construct/support planned and emergency projects (as defined in the above scope of services).
- Provide a copy of the following:
 - Company's current State of Florida Certified Underground Utility and Excavation or General Contractors license
 - Current State of Florida plumbing license
 - Employee's Advanced M.O.T. training certificate showing they are capable of modifying the FDOT Standard 600 index.
 - Provide a Letter of Bondability from a bonding agent in the amount of \$15,000,000.
- Provide the completed below Exhibits:
 - Exhibit I, Bid Bond in the amount of \$10,000
 - Exhibit IV, Non-Collusion Affidavit of Prime Proposer
 - Exhibit X, Safety Requirements/Regulations
- Provide signed copies of the following:
 - Proposers Incorporation Information form
 - Affidavit Certification Immigration Laws form

- Employment Eligibility Verification (E-Verify) Certification form
- Provide signed copies of all addenda issued for this RFP.
- Any other information requested as a “must” item in any addendum.

Tab 2, Experience & Proficiency on Similar Contracts (30 Points)

- Provide a minimum of three (3) and a maximum of five (5) projects constructed within the past five (5) years for which your company constructed potable water, wastewater or reclaimed mains, pump stations, and water/wastewater treatment facilities under a continuing contract with a public utility as the prime contractor. At least two (2) of the projects must be emergencies your company was requested to respond to and the outcome of the emergency. **(Limit response to one (1) page per project)**
- For each project please provide:
 - a. Name of entity
 - b. Name and location of the project.
 - c. Size and cost of the project.
 - d. Project owner’s representative name, address, phone number, and email address.
 - e. Date project was completed or is anticipated to be completed.
 - f. The nature of the firm’s responsibility on the project and equipment types.
 - g. Identify the key staff and their role on each project.
 - h. Identify any subcontractors and their roles.
 - i. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, etc.
 - j. Provide the original time of completion and the actual time.
 - k. Response time from the original call to the time your staff was on site and ready to work (emergency projects only).
- List in-house, full-service capabilities. Include crew response time, crew availability, and equipment availability, including subcontractors. **(Limit response to one (1) page)**

- Define, in detail, the components of the work for both a planned project and an emergency project, including applicable project management, design, permitting, and construction management and scheduling. **(Limit response to two (2) pages)**
- Provide the number of registered complaints/business violations filed with any State Department of Professional Regulation, Polk County Building Division, or any governmental Building Division.

Tab 3, Technical & Personnel Resources (30 points)

- Provide an organizational chart of the team highlighting the key individuals and subcontractors who will perform the services as identified above. When identifying a subcontractor, please indicate the name of the person that will be the key individual assigned to the agreement and provide their resume. **(Limit response to one (1) page and one (1) page per resume)**
- List employees available to perform the services and provide resumes. The list should contain employees' names, licensures and/or certification statuses, work histories, lengths of time in current position, and lengths of time with current employer. A table format is preferred listing this information.
- The key staff presented in the Contractor's response shall be the staff utilized for the Agreement. Provide the resumes of the key staff to be utilized for the Agreement as identified above. **(Limit response to one (1) page per resume)**
- Demonstrate each key staff's availability to respond to the needs of planned projects. Please remember that you will also need to identify the key staff identified to be used under the subcontractors as identified above. **(Limit response to one (1) page for all key staff members)**
- List subcontractors to be used and their location from which resources will be committed to the Work. Include the subcontractors' capabilities and experience relative to this RFP's scope of service. Submit a copy of their applicable licenses and/or certifications qualifying them to perform the work. **(Limit response to one (1) page per subcontractor)**
- Describe your approach and methodology to provide the scope of services

requested in this RFP.

Tab 4, Cost (20 Points)

- Contractors must submit prices on all items listed on the Cost Sheet (Attachment “C”) or your proposal will be considered non-responsive. Contractors should provide an electronic copy of the Cost Sheet in Excel format with their proposal. If during Elevation Level 4, Contract Negotiations, it is determined that additional services are needed, the cost amount submitted may also be negotiated.

Tab 5, Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more subcontractors that is a Polk County Entity to assist in performing the scope of work, then the Proposer will be allocated one (1) point for each subcontractor that is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources in order to qualify for point allocation.
- Provide documentation of the Proposer’s headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the subcontractor’s headquarters and local offices, if any, and the amount of time the subcontractor has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or subcontractors will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - 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.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connections with a proposal or agreement with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6, Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as contractors. To that end we encourage all of our prime and professional services contractors to utilize W/MBE contractors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. **(Limit response to one page)**
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more subcontractors that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each subcontractor which meets the County’s certification criteria of Women or

Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business subcontractor(s) must have been identified under Tab 3, Technical and Personnel Resources, in order to qualify for point allocation.

- Proposers or subcontractors will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or subcontractor has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more subcontractors in Tab 3 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed subcontractor does not assist in the performance of the scope of work (and is not replaced with an alternative subcontractor which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 7, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4) 20 points
- Local (Tab 5) 5 points
- W/MBE Certification (Tab 6) 5 points
- Surveys of Past Performance (Tab 7) 10 points
- Subtotal Points 40 points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience & Proficiency on Similar Contracts (Tab 2) 30 points
- Technical & Personnel Resources (Tab 3) 30 points
- Subtotal Points 60 points

- Total Points 100 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative

(including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0): The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County Manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with

the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds

\$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

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CONTRACTOR INSTRUCTIONS AND GENERAL INFORMATION

CONTRACTOR INSTRUCTIONS: To ensure acceptance of this RFP, follow these instructions.

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

1. **BID OPENING:** Contractors may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.
2. **COMMUNICATIONS:** After the issuance of any Request for Proposal, prospective Contractors shall not contact, communicate with, or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a Contractor shall be grounds for disqualifying the offending Contractor from consideration for award of the proposal and/or any future proposal.
3. **TAXES:** Contractors 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 RFP.
4. **MISTAKES:** Contractors are required to examine the document, and all instructions pertaining to the requirements of this RFP. Failure to do so will be at Contractor's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Contractor to any Cost Sheet entry must be initialed by the person who is identified under Tab 1, Introduction, as the person who can bind the Company.
5. **COST SHEET ERRORS:** Where Cost Sheet Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the RFP Submittal or their designee. The County reserves the right to reject any Cost Sheet Submittal with such erasures or corrections where the accuracy or intent of said Cost Sheet Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Cost Sheet Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

6. **INVOICING AND PAYMENT:** The successful Contractor shall submit a properly certified invoice to the County at the contract prices. An original invoice shall be submitted to the appropriate User Division. The Contractor shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the Contractor's Project Manager or any authorized officer is attesting 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 Contractor's performance of the Service or the County's acceptance of any work.
7. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this RFP and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
8. **PATENTS AND ROYALTIES:** The Contractor, 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 RFP. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Cost Sheet prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
9. All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent Contractor after the Selection Process phase.
 - These items include:
 - o Exhibit V, Non-Collusion Affidavit of Subcontractor
 - o Exhibit VI-B, Good Faith Effort Documentation
 - o Exhibit VII, Trench Safety Act Compliance
 - o Exhibit VIII, Equal Employment Opportunity
 - o Exhibit IX, Drug-Free Work Place Form
 - o Exhibit X, Safety Requirements/Regulations
 - o Exhibit XVIII, Certificate of Compliance
 - o Exhibit XIX, Affidavit Certification Immigration Laws
 - o Exhibit XXI, Scrutinized Companies Certification
10. All prices quoted are to be F.O.B. job site in Polk County, Florida. Cost Sheet amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.

11. **MATERIAL AND CONSTRUCTION:** All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.
12. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Contractors must disclose with their RFP the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Contractor's firm or any of their branches.
13. **APPROVAL OF AGREEMENT:** The recommended Contractor(s) will be required to execute the agreement documents as outlined in the RFP package including, the Public Construction Bond, all signed exhibits and other required information stated in any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Contractor for execution. After the executed documents are received back by Procurement, they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

All agreements are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of an agreement prior to the Board's approval do so at their own risk.

14. **SECURITY FORFEITURE:** If after Contractor's receipt of a notice of recommendation for award the successful Contractor(s) refuses or otherwise neglects to execute and deliver the required agreement documents, including all signed exhibits, required insurance documents and other required information stated in the addendums within a reasonable time, the amount of the Contractor's bid security (Bid Bond) may be forfeited and the award cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed agreement documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Contractor(s) for execution. No plea of mistake in the RFP or misunderstanding of the conditions of forfeiture shall be available to the Contractor for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.
15. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or

affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Proposal Receiving Date. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

16. **SAFETY REQUIREMENTS/REGULATIONS:**

- 16.1 All Contractors are required to submit with their RFP Submittal, Exhibit X, Safety Requirements/Regulations, which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.
- 16.2 The Contractor is hereby notified that if awarded the RFP and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 16.3 The Contractor is hereby notified that if awarded the proposal they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install, and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida

Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

17. **LIQUIDATED DAMAGES:** Contractors are hereby advised that if the Agreement documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found with each work authorization. The liquidated damages are not intended as a penalty.
18. **PUBLIC ENTITY CRIMES STATEMENT:** The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.
19. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality and service are received; preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Florida Statutes, Section 287.087. If there are two or more proposals that are equal and also certifies as a drug free workplace, then the tie proposal shall be broken as per the Polk County Procurement Procedures.
20. **REQUIREMENT TO LIST SUBCONTRACTORS:** The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested prior to work beginning and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The total of work noted on this list must match the amount stated on the Cost Sheet.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

21. **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH (W/MBE's):** The County hereby notifies all Contractors that W/MBE's are to be afforded a full opportunity to participate in any proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Contractors make good faith efforts to use qualified W/MBE subcontractors in preparing their proposal. The W/MBE's must be identified as such on the subcontractors list. Contractors are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 or (863) 534-5901 for assistance. If a Contractor makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by Contractors on construction proposals to solicit prices from women/minority contractors.
22. **EQUAL OPPORTUNITY FOR CONTRACTORS AND SUBCONTRACTORS:** Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age, or sex.
23. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or Cost Sheet by a Contractor that change the intent of the proposal will cause the proposal to be non-responsive and the proposal 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 proposal.
24. **UNIT PRICES:** Unless otherwise stated in this document, unit prices will be utilized to adjust the total compensation due the successful Contractor based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered after the Agreement is executed.
25. **CODE OF ETHICS:** If any Contractor violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Contractor may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the RFP is submitted and shall be further disqualified from submitting on any future solicitations for work, goods, or services for the County.
26. **RFP PROTEST:** Any Contractor desiring to file a protest, with respect to a recommended award of any RFP, 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 Contractors who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures>.

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

GENERAL INFORMATION

1. The term "County" means the Polk County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents, or employees.
2. **NON-CONFORMANCE TO RFP CONDITIONS:** Services not delivered as per delivery date in the RFP and purchase order may result in Contractor being found in default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to RFP conditions may result in immediate cancellation of the purchase order.
3. **ASSIGNMENT:** Any purchase order issued pursuant to this RFP and the monies which may become due herein is not assignable.
4. **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.
5. **FACILITIES:** The County reserves the right to inspect the contractor's facilities at any time, with prior notice.
6. **PLACING OF ORDERS:** The resulting Agreement of this RFP does not constitute an order. Before any services can be performed, the successful Contractor must receive written or oral notification in accordance with the practices of the User Division, as outlined within this RFP's Scope of Work, and the resulting Agreement.
7. **UNCONTROLLABLE FORCES (FORCE MAJEURE):** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is

defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

8. **LAWS, CODES AND REGULATIONS:** The Contractor shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Contractor observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing. Failure of the Contractor to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Contractor shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

9. INDEMNIFICATION:

- 9.1 The Contractor shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.
- 9.2 In any and all claims against the County or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 9.3 The Contractor shall indemnify and hold harmless the County and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

10. CONTRACTOR'S RESPONSIBILITIES:

10.1 Supervision and Superintendence:

- 10.1.1 The Contractor shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Work Authorization. Prior to the commencement of the Work the Contractor shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the County the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the County may require the Contractor to assign a different

superintendent and the Contractor will be required to submit the resume of the replacement for the same consideration as before. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Work Authorization. The Contractor shall be responsible to see that the completed Work complies accurately with the Work Authorization.

10.1.2 The Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the County, through the Professional, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications to the superintendent shall be as binding as if given to the Contractor.

10.2 Labor, Material and Equipment:

10.2.1 The Contractor shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order on the site.

10.2.2 The Contractor shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Work Authorization.

10.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Work Authorization. If required by the Professional, the Contractor shall furnish satisfactory evidence as to the kind and quality of material and equipment.

10.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Work Authorization.

11. **SUBSTITUTE MATERIAL OR EQUIPMENT:** If the Contractor wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the Professional and the Project Manager for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the Professional. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager and the Professional in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the Professional shall be by Change Order.

12. **CONCERNING SUBCONTRACTORS:**
 - 12.1 The Contractor shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the Contractor. Nothing in the Work Authorization shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The County may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the Contractor for specific Work done.
 - 12.2 The Contractor shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the Contractor, in accordance with requirements of the work authorization.
 - 12.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.
 - 12.4 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Work Authorization and Purchase Order, including but not limited to the Contractor Instructions and General Information , for the benefit of the County.
 - 12.5 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and

the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the County as trustee. The Contractor shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the Contractor under this insurance.

13. **PERMITS:** The Contractor shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base proposal. Permit fees, if any, will be reimbursed to the Contractor on a separate invoice. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.
14. **USE OF PREMISES:**
 - 14.1 The Contractor shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Work Authorization. The Contractor shall not unreasonably encumber the site with material and equipment. Any loss or damage to the Contractor's or any Subcontractor's equipment is solely at the risk of the Contractor.
 - 14.2 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the Contractor shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The Contractor shall leave the site clean and ready for occupancy by the County at substantial completion of the Work. The Contractor shall restore to original condition all property so designated for alteration by the Work Authorization.
 - 14.3 The Contractor shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.
15. **SAFETY AND PROTECTION:**
 - 15.1 The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:

- 15.1.1 All employees on the Work and other persons who may be affected by it.
 - 15.1.2 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or material, irrespective of whether the Contractor has transferred the title of the stored equipment or material to the County.
 - 15.1.3 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 15.2 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. The Contractor is required to comply with OSHA Standards regardless of the number of employees they may have.
- 15.3 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: The 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.

15.4 Should the work site be in a hazardous area, the County may 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.

15.5 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) 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.

15.6 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 Professional. All communications to the superintendent shall be as binding as if given to the Contractor.

15.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as

follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

- 15.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the County, until such documents are received.
- 15.9 In any event the County may stop the work when, in the County's opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.
- 15.10 When it becomes necessary to stop the work for any of the reasons contained herein, the County shall issue a Stop Work Authorization to instruct the Contractor to cease work on the project. The County shall not be penalized in any manner as a result of this Stop Work Authorization.

16. EMERGENCIES:

16.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the Contractor is obligated to prevent or mitigate threatened damage, injury or loss. The Contractor shall give the County written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the Contractor believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

16.1.1 The Contractor shall immediately notify the County of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

16.1.2 If the County determines that a change in the Work Authorization is required because of the action taken by the Contractor in response to such an emergency, a Change Order will be issued to document the consequences of such action.

17. WARRANTY AND GUARANTEE:

- 17.1 The Contractor warrants and guarantees to the County that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Work Authorization or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the Contractor by the Project Manager. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
- 17.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion and acceptance by the County, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Work Authorization, the Contractor shall promptly, without cost to the County and in accordance with the County's written instructions, either correct such defective Work or, if it has been rejected by the County, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, the County may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the Contractor.
18. **INSURANCE REQUIREMENTS:** The selected firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt contractors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$2,000,000 combined single limit of liability for bodily

injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. Professional Liability Insurance in the amount of \$2,000,000 per occurrence. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

19. **AFFIRMATION:** By submitting their proposal, the Contractor affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Contractor has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Contractor has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Contractor has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.
20. **DEVELOPMENT COSTS:** Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Contractors should prepare their proposals simply and economically, providing a straightforward and concise description of the Contractor's ability to meet the requirements of the RFP.
21. **ADDENDA:** The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/business/procurement>. It is the sole responsibility of the Contractors to check the website to ensure that all available information has been received prior to submitting a proposal.
22. **APPLICABLE LAWS AND COURTS:** This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The Contractor shall comply with all applicable federal, state and local laws and regulations.
23. **PROPOSAL ACCEPTANCE PERIOD:** A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal

opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

24. **ADDITION/DELETION:** The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

25. **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Contractors should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the Contractors are **required to identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. Contractors should provide a redacted copy of proposal with submittal.

All proposals received from Contractors in response to this Request for Proposal will become the property of the County and will not be returned to the Contractors. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

26. **REVIEW OF PROPOSAL FILES:** In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

27. **UNAUTHORIZED ALIEN(S):** The Contractor 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 firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS." (Exhibit XIX)

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 or contact USCIS at **1-888-464-4218**.

28. EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into this Agreement, and the Contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1

year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

29. **LIMITATIONS:** The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Contractors will not be compensated by the County for costs incurred in preparation of responses to this RFP.
30. **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.
31. **PROHIBITION AGAINST CONSIDERING CONTRACTOR INTERESTS:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Contractor's social, political, or ideological interests when determining if the Contractor is a responsible vendor; or (ii) give preference to a Contractor based on the Contractor's social, political, or ideological interests.
32. **PUBLIC RECORD LAWS**
 - (a) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

33. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor 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 Contractor further certifies to the County as follows:

- (a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Contractor 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 Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
(d) the Contractor 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 Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor 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 Contractor 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 Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor 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 Contractor 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).

34. 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.

Proposers Incorporation Information
(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

ATTACHMENT “A”
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Contractor shall complete the following information for each customer that a survey will be sent

Item	Description
CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Utilities Construction Services for Hillsborough County X Project), etc.
COST OF SERVICES	Cost of services (e.g., \$3,000,000)
DATE COMPLETE	Date when the services were completed. (e.g., 5/31/2023)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 24-246, Utilities Construction Services**

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Contractor being surveyed:

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Contractor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Contractor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-246, Utilities Construction 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.**

PROPOSER 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 acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-246, Utilities Construction Services

The undersigned, as an authorized officer of the contractor identified below (the “Contractor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20____.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Cost Sheet

(Submittal Page)

Attachment "C" Cost Sheet for this RFP is available on the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 24-246 Utilities Construction Services.zip**", select "Open" or "Save As" to download the Excel Cost Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

The Cost Sheet is in Excel format and is to be submitted with your bid submittal.

Deviation from the Cost Sheet is strictly prohibited and will not be accepted. The Cost Sheets are locked, and you need only enter the unit. The Cost Sheet will automatically calculate the extension; therefore, you must enter the Unit Cost per the Unit of Measure as requested on the Cost Sheet.

EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____(hereinafter called the Principal) and _____(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____,and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of ten thousand and 00/cents dollars (\$10,000.00) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of _____

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to County, in the amount of 100 percent (100%) of the total purchase order price, if applicable, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this ____ day of _____ 20__.

ATTEST:

PRINCIPAL: _____

BY: _____ (SEAL)

Authorized Signature (Principal)

Witness

Witness

Printed Name

Title of Person Signing Above

ATTEST:

SURETY: _____

Printed Name

BY: _____ (SEAL)

Attorney in Fact

Witness

Witness

Printed Name

Business Address

NOTES:

1. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
2. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

EXHIBIT II: PUBLIC CONSTRUCTION BOND

**FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: Polk County, a political subdivision of the State of Florida
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

EXHIBIT II (cont'd): PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____, (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of \$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

EXHIBIT III: PAYMENT OF STORED MATERIALS

As regards payment for stored materials on RFP # 24-246, Utilities Construction Services, and the inclusion by _____ (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

AS TO THE PERFORMANCE BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal’s obligation to timely complete the project according to the contract specifications.

AS TO THE LABOR AND MATERIALS PAYMENT BOND:

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this _____ day of _____, 20____, by _____
_____ (Name of Surety)

Authorized signature of Surety

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, the Proposer that has submitted the attached Proposal;
2. They are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstance respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of their 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 Proposer, firm or person to submit a collusive or sham Proposal 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 Proposer, firm or person to fix the price or prices in the attached Proposal of any other Proposer, or to fix any overhead, profit or cost element of the Cost Sheet or the Cost Sheet of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of _____)

SS

County of _____)

_____, being first duly sworn, deposes and says that:

1. They are _____ of _____, hereafter referred to as the Subcontractor;
2. They are fully informed respecting the preparation and contents of subcontractor's RFP Submittal submitted by the subcontractor to _____ the Contractor for certain work in connection with RFP 24-246, Utilities Construction Services.
3. Such subcontractor's RFP Submittal is genuine and is not a collusive or sham submittal;
4. Neither the subcontractor 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 Proposer, firm or person to submit a collusive or sham RFP Submittal in connection with such Contract or to refrain from submitting a RFP Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said subcontractor's RFP Submittal or secure through 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 subcontractor's RFP Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT VI-A: SUBCONTRACTOR LIST

To receive a copy of Exhibit VI-A, Subcontractor List, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**RFP 24-246 Utilities Construction Services.zip**”, select “Open” or “Save As” to download Exhibit VI-A, Subcontractor List and sample. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the Contractor to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendordirectory>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
2. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
3. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
4. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
5. _____ _____ _____ _____ _____	_____ _____ _____ _____ _____

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contained 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Proposer acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The Proposer further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the submittal being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age, or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Proposer or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: _____

Address: _____

-
1. Proposer has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
 YES _____ NO _____
 2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
 YES _____ NO _____
 3. Proposer has filed all compliance reports due under applicable instructions:
 YES _____ NO _____
 4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
 YES _____ NO _____

The Proposer certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities” means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Printed Name

Title

Signature

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer 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 and 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 (a).
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, or plea of guilty or nolo contendere to, any violation of Chapter 1892 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.

Proposer's Signature

Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Proposer must sign and have notarized:

The undersigned Contractor hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Information, Item #6, and will comply.

Dated this _____ Day of _____ 20__

Name of Firm: _____

By: _____

Title of Person Signing

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XII: CONTRACTOR CERTIFICATION OF DISBURSEMENT

PROJECT: Utilities Construction Services

DATE: _____
CONTRACT NO. _____
PROGRESS PAYMENT NUMBER: _____

_____, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

EXCEPTION:

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

Subcontractor or Supplier Name

Street Address

City, State and Zip

Subcontractor or Supplier Name

Street Address

City, State and Zip

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

_____ (Contractor Signature)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (Print name of authorized person signing Certification), who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____ (AFFIX NOTARY SEAL)

Instructions:

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

EXHIBIT XV: MATERIALS AND EQUIPMENT STORED ON-SITE

Contractor's Estimate No. _____ Project _____

Period _____ to _____ Page _____ of _____

Prepared (signed & typed name) _____

Item No.	Item Description	Invoice Value Last Period	Invoice Value For Material Installed (-)	Invoice Value For Material Delivered (+)	Invoice Value This Period
TOTAL:					

EXHIBIT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

RFP # 24-246, Utilities Construction Services

Contractor

Signature

Printed Name of Signer

Date

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

RFP 24-246, Utilities Construction 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 OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ___ is personally known to me or ___ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: RFP 24-246

PROJECT NAME: Utilities Construction Services

The undersigned, as _____ of _____ (the “Contractor”), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor 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 Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor 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 Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST: _____

a _____

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____