



July 23, 2024

REQUEST FOR CONSTRUCTION QUOTATION

CQ 24-577, US 27 Water Quality Improvement Project

Polk County, a political subdivision of the State of Florida, hereby gives notice of sealed Request for Construction Quote (RFCQ) for the US 27 (Lake Hamilton) Water Quality Improvement Project. The RFCQ will be received in the Procurement Division prior to 2:00 p.m., Wednesday, **August 14, 2024**, to be opened immediately thereafter and publicly read. Quotations received in the Procurement Division on or after 2:00 p.m., on the receiving date, will not be considered.

The County reserves the right to: accept or reject any or all construction quotations; to award the construction quotation in whole or in part; to limit and/or determine the actual services to be included in the construction purchase order. In the event that the County withdraws this construction quotation, or the County does not proceed for any reason, the County shall have no liability to any firm.

To obtain a copy of the quote sheet, specifications, permits, and drawings 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 "CQ 24-577, US 27 Water Quality Improvement Project.zip", select "Open" or "Save As" to download the drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Questions regarding this construction quotation should be in writing and should reference the above quotation number. Submit all questions to Brad Howard, Sr. Procurement Analyst, via e-mail to bradhoward@polk-county.net, or via fax at (863) 534-6789. The question deadline is Friday, August 2, 2024, prior to 4:00 p.m.

BID SUBMITTAL INSTRUCTIONS

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	24-577
Bid Title	US 27 Water Quality Improvement Project
Due Date/Time:	August 14, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150 Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders 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. Bids delivered at 2:00 p.m. or later will not be accepted.

Electronic Bid Submittal:

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email bradhoward@polk-county.net at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets. Please use the naming conventions for your files as follows:

For PDF documents “CQ 24-577 – Title of Document”

For Excel Quote Sheets “CQ 24-577 – Quote Sheet”

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 Bid Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

General Conditions

1. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote 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 quote.
2. **AWARD(S):** As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the quote form; to reject all quotes or waive any minor irregularities or technicalities in quotes received. In determining the lowest responsive and responsible Contractor, in addition to price, the following may be considered:
 - Contractor's evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the Contractor to fulfill the contract.
 - Whether or not the Contractor can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the Contractor.
 - The previous and existing compliance by the Contractor with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the Contractor to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the quote.
3. **Bid Opening:** It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Quote Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

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

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

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Contractor to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Contractor should not rely on such sources for information regarding the solicitation.
5. **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 quote.
6. **BUSINESS TAX RECEIPT:** Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendors.
7. **DISCOUNTS:** Contractors may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for quote evaluation purposes. Contractors are encouraged to reflect cash discounts in the unit prices quoted.
8. **MISTAKES:** Contractors are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. 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 quote entry must be initialed by the person who signs the quote.
9. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices quoted. An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831. The Contractor shall include the quote 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 County Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.

10. **CONFLICT OF INTEREST:** All Contractors must disclose, with their quote, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the Contractor's firms or any of their branches. Award of this quote shall be subject to the provisions of Chapter 112, Florida Statutes.
11. **WARRANTY:** Unless otherwise specified, the Contractor agrees that the services furnished under this quote shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this quote.
12. **ADDENDUM:** If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
13. **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 quote and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
14. **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 quote. 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 quote prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
15. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.
16. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who

bid will be sent a Notice of Recommended Award, unless only one bid was received.

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

“Failure to Follow Bid Protest Procedure Requirements Within the Time Frames Prescribed Herein as Established by Polk County, Florida, Shall Constitute a Waiver of Your Protest and Any Resulting Claim.”

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

21. **ASSIGNMENT:** Any purchase order issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
22. **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 Procurement Director shall be final and binding on both parties.
23. **FACILITIES:** The County reserves the right to inspect the Contractor's facilities at any time, with prior notice.
24. **PLACING OF ORDERS:** The award of this quote does not constitute an order. Before any services can be performed, the successful Contractor must receive a written Notice to Proceed with an agreed upon start date.
25. **PRECEDENCE:** Any requirement set forth in any section of the quote documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
26. **CANCELLATION:** All quote obligations shall prevail for at least one hundred eighty (180) days after effective date of the quote, unless quote conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this quote in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any quote after reasonable written notice to the successful Contractor should the service not be in the best interest of the County. Should the service rendered for any quote cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the quote immediately.
27. **PLANS AND SPECIFICATIONS:** The specifications and other quote documents upon which the prices in the Contractor's quote proposal are based on are hereby made a part of the purchase order by reference thereto.
28. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this quote, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the Contractor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.
 - If the User Division determines that the performance of the Contractor does not comply with the quote requirements, the division may:
 - Immediately suspend the work; and
 - Notify the Contractor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.

29. **Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.
30. **LOCAL PREFERENCE:** Omitted intentionally, not applicable with Federal funds.
31. **VENDOR PREFERENCE:** Omitted intentionally, not applicable with Federal funds.
32. **CODE OF ETHICS:** If any contractor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this construction quote, such contractor may be disqualified from performing the work described in this construction quote or from furnishing the goods or services for which the construction quote is submitted and shall be further disqualified from quoting on any future construction quotes for work, goods, or services for the County.
33. **ANNUAL APPROPRIATIONS:** The Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.
34. **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.

35. **Unauthorized Alien(s):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

36. **Employee 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.

37. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Quote with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Quote and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this quote and for quotes, bids or contracts to be awarded pursuant to RFPs, or Requests for Bid or Quotes that the County may issue in the future.
38. **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.
39. **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:

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

(ii) 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;

(iii) 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

(iv) 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

40. Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List,

created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

41. **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.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received American Rescue Plan Act, State and Local Fiscal Recovery Funds (“SLFRF”) for the services to be provided under the Agreement from the U.S. Department of Treasury. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. (Applicable to construction only)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts

by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States

2. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work

in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. the U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

3. **Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. Department of Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

4. **Debarment and Suspension. (Exhibit “A”)**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the U.S. Department of Treasury and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit “B”). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

6. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

7. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

9. **Access to Records**. The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Contractor agrees to provide Polk County and the U.S. Department of Treasury, or any of their authorized representatives, including but not limited to the Government Accountability Office (“GOA”), Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”), access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the U.S. Department of Treasury or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order.”

10. **USDT Seal, Logo, and Flags**. The Contractor shall not use the USDT seal(s), logos, crests, or reproductions of flags or likenesses of USDT agency officials without specific USDT pre- approval.

11. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that U.S. Department of Treasury American Rescue Plan financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

12. **No Obligation by Federal Government**. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Purchase Order.

13. **Program Fraud and False or Fraudulent Statements or Related Acts**.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this Purchase Order.

14. **Default and Remedy**.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor’s failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or

other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

15. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-](#)

[232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

INSURANCE REQUIREMENTS

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

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

Commercial General Liability Insurance, including County and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amount not to exceed \$25,000.

Each Occurrence:	\$1,000,000
Broad Form CGL	\$1,000,000
Completed Operations	\$1,000,000
XCU Property Damage Excel	\$1,000,000

Automotive Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability	\$1,000,000
Combined Single Limit Each Accident	\$1,000,000

The successful Contractor/Bidder/Vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated “A VIII” or better by A.M. Best. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County. The additional insured requirement applies to both general liability and automobile liability coverage. The certificate holder is Polk County, a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830. The successful Contractor/Bidder/Vendor shall provide evidence of statutory workers’ compensation insurance coverage, unless the successful Contractor/Bidder/Vendor is covered by workers’ compensation under Federal Law. 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). 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.

Bidders Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid 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 vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

QUOTE SHEET

To obtain a copy of the quote sheet, 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 "CQ 24-577, US 27 Water Quality Improvement Project.zip", select "Open" or "Save As" to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

STATEMENT OF NO QUOTE

If submitting a "NO QUOTE", Contractor shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Brad Howard, mail to 330 West Church Street, Bartow, Florida 33830; email to bradhoward@polk-county.net or fax it to (863) 534-6789.

We have declined to bid on the above-mentioned quote for the following reasons:

- Specifications too "restrictive"
- Do not offer this product/service
- Unable to meet specifications
- Specifications unclear
- Insufficient time to respond
- Our schedule would not permit us to perform
- Unable to meet insurance requirements
- Other (please specify below)

We understand that if the "No Quote" form is not executed and returned, our name may be removed from the list of qualified Contractors for the County for further projects.

Company Name: _____

Name and Title: _____

Signature: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____

Date: _____

Affidavit Certification Immigration Laws

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

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

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 _____, 2024, 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)

Special Conditions

Location:	US Highway 27, Haines City, FL 33844
Estimated Cost:	\$159,201.00
Time to Complete Project:	120 Calendar days (Final Completion)
Public Construction Bond:	Is not required for this project.
Liquidated Damages:	\$200.00/day

These services are funded by U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP), State and Local Fiscal Recovery Funds (SLRF). All requirements of the federal award are applicable to the Successful Contractor(s), subcontractor, and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

1. **Basis of Award:** Award will be made to the lowest responsive, responsible Contractor meeting qualifications and specifications. All prices must be bid at a fair and reasonable price. The Procurement Director shall be the sole judge of what is fair and reasonable.

A price analysis will be completed by the Procurement and Parks and Natural Resources Divisions to determine fair and reasonable. If prices are not deemed to be fair and reasonable Procurement and Parks and Natural Resources must conduct a cost analysis with the low bid; OR if only one bid received a cost analysis must be performed. Contractor's profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase. (2 CFR, 200.323 Contract cost and price).

2. **Performance of Work:** Portions of the work required under this CQ may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors to the Procurement Division for approval prior to award. The vendor 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 those acts any of them may be liable to the same extent as if they were employed by the vendor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines.

3. The Successful Contractor must register in our Vendor Database if you have not already done so prior to award of this CQ. A purchase order cannot be issued to a vendor until they have been registered. You may register by going to the following link: <https://www.polk-county.net/business/procurement/vendor-information/>.

4. Working hours shall be during normal business days/hours which are generally described as M-F 7 a.m. – 6 p.m. with the exception of County holidays. The Contractor may request County approval (written) consideration for after-hour work and during weekends should inclement weather impede their construction progress. No work is

allowed after dusk or prior to 7 a.m. on any occasion. No additional compensation shall be considered should the Contractor deem it necessary to work after normal business days/hours and/or over the weekends. The County will not be available for inspections or testing services beyond the normal business days/hours.

5. This is a turnkey project, Contractor's price shall be inclusive of all costs, except for permit fees. Contractor's price shall include but is not limited to, mobilizations, materials, equipment, labor, subcontractors, and profit for all work to be performed.

6. Commence the Work within 15 days upon receipt of a purchase order, notice to proceed letter and attendance of a mandatory preconstruction conference.

7. The Contractor shall identify a competent Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site.

8. Loud music or offensive behavior is prohibited.

9. Progress payments will be allowed, but no more than once a month. All product data, warranties, and lien releases must be included with the request for payment. Permit fees will be separately invoiced and reimbursed at cost. Contractors must submit a copy of their paid receipt/invoice for reimbursement.

10. Liquidated Damages

Liquidated damages of \$200/day shall be assessed.

Calculation of Liquidated Damages - The parties hereto agree that liquidated damages, in lieu of actual damages for delay, in the amount of \$200 per day, shall be assessed against the Contractor, as the County's remedy and not as a penalty, for the Contractor's failure to meet the agreed upon date of Substantial Completion as outlined within the Notice to Proceed, but only to the extent and in the proportion to Contractor's fault in causing the delay as compared to other causes, and to the extent the Contractor is not delayed by reasons beyond Contractor's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur because of the Contractor's failure described above.

Should the contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

11. Site Access: Project is located within an existing right-of-way. Contractor shall provide adequate access to minimize disruption to roadway traffic and adjacent residences. Contractor shall provide noise control, access control to ensure site security and safety of the public, and erosion control to prevent damage to private property. Contractor shall be responsible for ensuring construction areas are secured and safe to the public each day. Necessary safety measures such as barricades, signs and fences shall be properly set every day. Trenches and excavations shall not be left open during Contractor non-work times.

12. Substitute Material: "Equivalent" or "Approved Equal" substitutions of any materials or supplies will require prior approval by Polk County Natural Resources

Division via an addendum. Any approved substitutions to equipment or supplies should be incorporated as a part of the prime Contractor's bid submittal.

13. Project Contingencies: A Project Contingency of \$15,900.00 has been included for unforeseen conditions. Prior written approval by the Parks and Natural Resources Division Director is required for the expenditure of any contingency funds. Any work performed prior to receiving written approval is done at the Contractor's risk.

14. A pre-construction conference will be held with the successful contractor, Parks and Natural Resources project manager, and Procurement, to discuss scheduling and details of the project.

15. The Contract Time for this project is a total of 90 calendar days from Notice to Proceed to reach Substantial Completion and 120 calendar days from Notice to Proceed for Final Completion.

Completion of the project will have been achieved once Final Completion has been reached and all final documentation, including final application for payment has been received and processed by Parks and Natural Resources.

16. Bidders may attend Bid Opening in person or via conference call by calling the conference bridge phone number (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

All information read aloud is posted with the respective bid, construction quote or RFP on the County's website: <https://www.polk-county.net/business/procurement/>.

QUALIFICATIONS

1. Vendor must have been in business under the same FEIN number for past five (5) years. Evidence should be submitted with the Vendors submittal.
2. Vendor shall be a current State of Florida licensed General Contractor.
3. Vendor must provide three (3) references from clients in which the bidder has performed similar size and scope services as the prime vendor, within the past five (5) years, of which at least one (1) is an Iron Clay Sand (ICS) media and T531 Impermeable PVC Liner installation project. Each reference should include:
 - a. Name of the client
 - b. Address of the client
 - c. Superintendent's name, phone number, and email address
 - d. Period of Performance (start and end date of services)
 - e. Brief description of the services
 - f. Road and/or lane closures required in project (Yes or No)
 - g. Public meetings and/or public notifications required in project (Yes or No)
4. Provide a copy of the Contractor's proposed Project Manager's resume showing a minimum of 5 years' experience with similar installations. Include three (3) references that include the information requested under Qualifications Item #3 above.
5. Contractor, subcontractors, and material suppliers must not be debarred, suspended, or in the process of being debarred or suspended with the County, State of Florida, or Federal government.
6. Contractor must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful quoter.

All documentation and information requested in the Qualifications section should be included with the vendor's submittal or must be provided within three (3) business days upon request and prior to award.

SCOPE OF WORK

The purpose of this project is to implement the design of a small-scale water quality enhancement that will help reduce the nutrient loading within Lake Hamilton in Polk County, FL. For specific project location, please refer to the US 27 Water Quality Improvement Project - Construction Plans (“Attachment 1”) on the FTP Site. Instructions to access the FTP site can be found on page 1 of this quote document.

The Contractor shall install Bio-sorption Activated Media (BAM) in the bottom of three existing ditches along US Highway 27 to achieve water quality improvements. Installation will be limited to a 5-foot typical section within the existing ditch bottom and will include a minimum 24-inch layer of Iron Clay Sand (ICS) media overlaid with a 3-inch layer fine aggregate sand. Once the BAM and fine aggregate has been installed, the affected area shall be covered with sod. In total, the BAM will be installed in 950-feet of ditch, equaling to 352 cubic yards of media volume. This work shall include the furnishing of all plant, labor, tools, equipment, and materials, and the performing of all operations required for the proper installation of the BAM within the project area. All work will be contained within the US Highway 27 right-of-way. This scope will necessitate the Contractor furnish and maintain maintenance of traffic plans conforming with Florida Department of Transportation and Polk County requirements.

Site Access

Project is located within an existing right-of-way. Contractor shall provide adequate access to minimize disruption to roadway traffic and adjacent residences. Contractor shall provide noise control, access control to ensure site security and safety of the public, and erosion control to prevent damage to private property.

Contractor shall be responsible for ensuring construction areas are secured and safe to the public each day. Necessary safety measures such as barricades, signs and fences shall be properly set every day. Trenches and excavations shall not be left open during Contractor non-work times.

ADDITIONAL INFORMATION

1. Warranty Requirements: The warranty period for completed work shall be as outlined in the technical specifications. In some sections of the Contract Documents, warranty requirements may be more stringent than indicated in the General Conditions. In the event there is a warranty conflict, the more stringent warranty requirement will apply.
2. Contractor must follow all Florida Department of Transportation Right-of-way/property requirements.

3. Contractor must follow all requirements, qualifications, and certificates in the Supplemental Specifications Package (“Attachment 2”) on the FTP site, including the Technical Special Provision for Iron Clay Sand (ICS) Media and for T531 Impermeable PVC Liner document.
4. Contractor must demonstrate experience in performing at least one (1) ICS installation project. ICS installation must be performed by a licensed professional as outlined in the Supplemental Specifications Package - Technical Special Provision (“Attachment 2”) for Iron Clay Sand (ICS) Media.
5. Contractor is responsible for As-Built Drawings. Shop drawings are to be submitted within 30-days of the Pre-Construction meeting. As-Built Drawings with red-line mark-ups shall be submitted by the contractor 30 days prior to substantial completion. As-Built Drawings shall be submitted by the Contractor with the Certificate of Substantial Completion.

Contractor shall be responsible for preparation and submission of shop drawings and As-Built drawings. Shop drawings shall be submitted in a manner to maintain the approved construction schedule. All shop drawings shall be stamped indicating the Contractor has reviewed them prior to submittal. Professional will review shop drawings, detailed construction submittals, and material samples required by the contract manual for general conformance with the design requirements.

If shop drawings or other submittals are rejected more than once, the Contractor shall be responsible for additional services for the Professional to review additional submittals on an hourly basis.

6. Permits and Approvals: The following permits shall be obtained by the Contractor:

Contractor shall prepare and submit a Maintenance of Traffic (MOT) plan. The MOT plan shall comply with the Polk County Roads and Drainage Division and Florida Department of Transportation (FDOT) requirements. The MOT shall be consistent with the construction sequencing plan. The Contractor shall provide a MOT plan for the entire project at least 7 days prior to the pre-construction meeting to be reviewed and approved by Polk County Roads and Drainage.

The following permits shall be obtained by the Contractor:

- NPDES General Permit Authorization for Construction Activities (if required)
- FDOT Road and Lane Closure Requests
- Permits required for hauling salvaged items, debris, materials, supplies, and/or equipment over public roadways (if required).

The following permits have been obtained by the County for construction of this Work:

- Environmental Resource Permit Modification, issued by the Southwest Florida Water Management District (“Attachment 3”) and Final Drainage Report (“Attachment 4”) on the FTP site.
- General Use Permit, issued by the Florida Department of Transportation (“Attachment 5”) on the FTP site.

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process of this solicitation is superseded by the County’s Procurement Policies and Procedures Manual, the General Conditions, and the Supplement Conditions Federal Clauses contained herein.

Exhibit A

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

Exhibit B

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

SCRUTINIZED COMPANIES CERTIFICATION FORM

Florida Statutes, Section 287.135)

SOLICITATION NO.: CQ: 24-577

PROJECT NAME: US 27 Water Quality Improvement Project

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:

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.

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:

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

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

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

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.

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.

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:

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

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: _____

**EXHIBIT D
CERTIFICATE OF SUBSTANTIAL COMPLETION**

Project: CQ 24-577, US 27 Water Quality Improvement Project County's Project No.: _____

Contract No: CQ 24-577 Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on _____. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within ____ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: _____(Typed Company Name)

By: _____(Signature)

_____(Typed Name & Title)

Date: _____

Professional: _____(Typed Name & Title)

By: _____(Authorized Signature)

Date: _____

County: _____(Typed Name of Division Director)

By: _____(Authorized Signature)

EXHIBIT E
CERTIFICATE OF FINAL COMPLETION

Project: US 27 Water Quality Improvement Project County's Project No.: _____

Contract No.: CQ 24-577 _____ Contract Date: _____

Notice to Proceed Date: _____ Substantial Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____ . This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract.

Contractor: _____ (Typed Company Name)

By: _____ (Signature)
_____ (Typed Name & Title)

Date: _____

Professional: _____ (Typed Name & Title)

By: _____ (Authorized Signature)

Date: _____

County: _____ (Typed Name of Division Director)

By: _____ (Authorized Signature)