

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, on behalf of the Polk Regional Water Cooperative, requests the submittal of proposals from vendors that are interested in providing a *water savings rebate program* 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:** 25-566, Water Savings Rebate Program for the Polk Regional Water Cooperative (PRWC)

**Description:** Provide implementation of a rebate program for water-saving devices, irrigation audits and conservation incentives for the PRWC participating government entities. Services include, but are not limited to, outreach and advertising, customer service, record keeping/documentation, and installation and evaluations.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, August 27, 2025

**Bid Opening:** Wednesday, August 27, 2025, 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 Wednesday, August 13, 2025, at 1:30 p.m. at the Polk County Utilities Administration conference 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 Brad Howard, Sr. Procurement Analyst, via email at [bradhoward@polk-county.net](mailto:bradhoward@polk-county.net) or via fax at (863) 534-6789. All questions must be received by Monday, August 18, 2025, at 5:00 p.m.

To obtain a copy of the Conservation Project Implementation Agreement, FDEP Grant Agreement LPA0212, PRWC 2020 Demand Management Plan, and sample evaluation 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 25-566 Water Savings Rebate Program.zip**", select "Open" or "Save As" to download the Bid documents, drawings, Bid Sheet, 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](mailto:bradhoward@polk-county.net).

## 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: 25-566

RFP Title: Water Savings Rebate Program for the Polk Regional Water Cooperative (PRWC)

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](mailto: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 seven (7) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-566, Water Savings Rebate Program for the Polk Regional Water Cooperative (PRWC)” 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	25-566
RFP Title	Water Savings Rebate Program for the Polk Regional Water Cooperative (PRWC)
Due Date/Time:	August 27, 2025, prior to 2:00 pm
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 [bradhoward@polk-county.net](mailto:bradhoward@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 25-566 Tab 1"

"RFP 25-566 Tab 2"

"RFP 25-566 Tab 3"

"RFP 25-566 Tab 4"

"RFP 25-566 Tab 5"

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](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](mailto:bradhoward@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**  
On behalf of the Polk Regional Water Cooperative (PRWC)

**REQUEST FOR PROPOSAL 25-566**

**Water Savings Rebate Program for the Polk Regional Water Cooperative (PRWC)**

Sealed proposals will be received in the Procurement Division, Wednesday, August 27, 2025, 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 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 Brad Howard, Sr. Procurement Analyst, via email at [bradhoward@polk-county.net](mailto:bradhoward@polk-county.net). **All questions must be received by Monday, August 18, 2025, at 5:00 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 Regional Water Cooperative, 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/Background**

This Request for Proposal (RFP) is issued by Polk County, a political subdivision of the State of Florida on behalf of the Polk Regional Water Cooperative (the “PRWC”). The PRWC is an independent special district created pursuant to Chapter 189 Florida Statutes, Section 373.1962, and the Interlocal Agreement entered into on June 1, 2016, pursuant to Chapter 163.01, Florida Statutes. The PRWC is a water authority made up of Polk County and 15 member governments: City of Auburndale, City of Davenport, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, City of Lakeland, City of Lake Wales, City of Mulberry, City of Polk City, City of Winter Haven, Town of Dundee, and the Town of Lake Hamilton.

The PRWC’s role is to proactively identify alternative water sources and projects that will protect and sustain the county’s future regional water supply. PRWC members have entered into a Conservation Project Agreement relating to the development of a PRWC Conservation Program (“Conservation Project Implementation Agreement”, Attachment “A”) with the purpose of memorializing PRWC as a representative of its membership to secure funding and execute conservation projects.

The PRWC’s Conservation Program aims to provide consumer-focused water conservation services to member governments participating in the PRWC Implementation Agreement. The successful Proposer will enter into an agreement with the PRWC to manage, execute, and provide reporting for the program.

It is the intent of the County to enter into an agreement with one contractor.

## **Scope of Services**

### **Task 1 – Implement Rebate Program**

Under this task, the contractor will implement the PRWC water savings rebate program. The program may involve the purchase and/or processing of payments for the following devices:

- Rain sensors
- Smart irrigation controllers
- “Enhanced,” conservation kits (i.e. Tinker LLC or other)
- Conservation kits

It should be anticipated that rebate offerings may change, whether in rebate amount, participation requirements, new rebate type additions, or other modifications as the program progresses.

Implementation may involve creating and maintaining a customer application process, receiving and recording requests from customers for devices; reviewing customer billing data or working with member government staff to verify customer eligibility for conservation initiatives; purchasing devices for customer or outside contractor use; processing and issuing rebates; providing devices or kits to schools, customers, or installation contractors; coordinating (with subcontractors if applicable); and providing any other services or recommendations to member governments that furthers the implementation of water- saving devices or the distribution of conservation kits.

All services provided will consider budgetary constraints for the PRWC and the jurisdictions of participating member government. For example, partial funding for this project comes from FDEP Grant Agreement LPA0212 (Attachment “B”). Services provided must meet the requirements of Project 8, Implementation of Rebates for Water-Saving Devices, and Irrigation Audits, stated within Task 5, Conservation Incentives, of Project No. 8 – Demand Management Plan Project, of FDEP Grant Agreement LPA0212.

Further, care must be taken to document the customer services area in which each device is implemented. Coordination with member government staff is critical.

### Task 2 – Reimburse Member Governments for Conservation Activities

Some PRWC member governments currently operate their own robust conservation programs. The PRWC desires to ensure those member governments have access to the PRWC conservation funds associated with this contract. Under this task, the Contractor will issue rebates or provide PRWC- purchased devices to member governments for the following residential and commercial conservation activities:

- Irrigation evaluations/audits
- Rain sensor rebates or devices
- Smart irrigation controller rebates
- Conservation kits
- Other water-saving programs

For those PRWC member governments that implement their own conservation programs, the Contractor will perform the administrative review for the reimbursement of funds through the PRWC to the member. The rebate process will involve coordination with member governments on conservation activities, review and approval of member government rebate requests, and generation of payment requests to the PRWC (who will then reimburse the member). Reimbursement amounts are subject to change based on current market. Members may be eligible for reimbursement of other water- saving programs, up to 50%, upon pre-approval of the PRWC. Cost-effectiveness and water savings potential will need to be addressed prior to project implementation. Members will provide the Contractor with all necessary information to demonstrate eligibility, and to incorporate each device in the records and documentation described under Task 4.

### Task 3 – Outreach and Advertising

Under this task Contractor will work with PRWC staff and consultants, member governments, the Southwest Florida Water Management District (SWFWMD), and other entities to formulate and implement messaging and advertising to residents.

Implementation of outreach under this task may involve preparing outreach materials summarizing the benefits of and process to obtain rebates. Contractor will work with SWFWMD and PRWC to utilize or repurpose existing outreach content and materials and maximize cross-posting of messaging across various social media and other platforms. Contractor may also perform the following duties:



- Identify target audiences for implementation of specific outreach activities. Landscape and irrigation programs should be a high priority.
- Support the creation of content for PRWC website and social media platforms. This includes collaborating with SWFWMD staff to repurpose existing SWFWMD content and working with PRWC consultants to post on existing PRWC social media and website platforms.
- Create and distribute promotional materials for the programs described in Task 1 and Task 2. This task includes working with SWFWMD and/or individual member governments to utilize their in-house printing and mailing capabilities for these services as well as other communication avenues such as social media.
- Attend at least one community event to distribute materials to the public (preferred).
- Attend monthly PRWC Conservation coordination meetings and provide updates. Develop and present materials for HOAs and other community groups. This may include and is not limited to schools, educational events, and other public forums.
- Work with utilities to obtain a list of high water users (over 14K per month average) that can then be targeted directly via letter, email, phone call by the Contractor.
- Directly contact individuals who may qualify for the programs described in Task 1 and Task 2.

The contractor will develop an outreach schedule describing frequency and venue for outreach activities and how many posts for the prices. The outreach campaign is limited to Polk County.

#### Task 4 - Customer Service

Contractor will be responsible for Program customer service, which will include but not be limited to:

- Responding promptly to customer telephone and email inquiries related to Program eligibility, rebate amounts and status, qualified devices and equipment, and any other program elements.
- Assisting with scheduling on-site landscape and irrigation evaluations, installation verification inspections, or other services as arranged or directed by PRWC and its member governments.
- Contact customers to share the results of landscape and irrigation evaluations, review recommended action items in the report, and assist them with outdoor water conservation devices installed to ensure long-term, effective equipment operation. (See Attachment "D" for sample evaluation)
- Maintaining appropriate records in electronic and hard copy for all customer calls and electronic inquiries and making those records available to the PRWC

and Member Governments for their specific jurisdiction(s) upon request. Tracking should include the number of and general nature of the calls.

- Assisting to resolve complaints elevated by the customer by collecting background information and consulting with PRWC staff.
- Soliciting feedback from customers to maintain the highest standard of service possible.

#### Task 5 - Record Keeping and Documentation

Contractor will keep records of and document all expenditures and activities performed. Such activities may include, but are not limited to:

- Creating and maintaining a detailed electronic database of participants in each program to track the number and type of rebates issued, service area in which rebate is issued, and costs associated with each implementation.
- Tracking implementation data, including but not limited to addresses and copies of invoices, receipts, and rebate forms.
- Compiling estimates of water savings using industry standards for savings per device, times the number of implementations.
- Prepare and present updates to the PRWC Board of Directors (BOD).
- Preparing reports and disbursement requests for funding agencies, if applicable.
- Establishing controls, policies and procedures and training staff to ensure quality of rebate processing and prevent fraud within and outside of the Contractor's organization.
- Tracking of administrative performance metrics such as average time for rebate processing and payments, customer service responsiveness, and any other metrics deemed necessary to track the efficiency of the administrative operations.

Contractor shall be responsible for maintaining the database with data integrity features, including security codes for accessing data and periodic back-ups. Contractor shall provide a listing of the hardware, software, and database design and communication techniques intended for use.

The database and all its records shall be confidential and will become the property of the PRWC. Data should not be used by the Contractor for any other purpose, disclosed to persons or organizations, or accessed without written consent of the PRWC.

#### Task 6 – Installations and Evaluations

Upon authorization, Contractor will perform professional installations and evaluations for customers. Contractor may sub-contract some or all labor services described in Task 6 with prior written approval from the PRWC Conservation subcommittee. Polk County Utilities currently utilizes a separate contractor for device installation and irrigation evaluations under an agreement that remains in effect through December 31, 2025. Other PRWC members may coordinate with Polk County Utilities to benefit from this

existing agreement until its expiration. After this date, the Contractor may assume responsibility for implementing landscape and irrigation evaluations under the agreement.

Services to be performed include:

- Irrigation evaluations - Contractor will target high water users for irrigation evaluations and be responsible for: 1) scheduling appointments with customers; 2) distributing conservation kits and/or rain sensors (if applicable); 3) performing on-site irrigation system evaluations and follow-up evaluations; 4) preparing a report of the on-site irrigation system evaluations and providing the finished report to the customer, PRWC, and member governments; 5) tracking all program activity in an electronic database; 6) working with customers to guide them through the program; 7) collecting customer survey data and performing subsequent data analysis in electronic form, and 8) ensure a minimum of 10% of completed evaluations have follow-up evaluations performed to compare initial recommendations to the modifications that each participant made.

Irrigation Evaluations are to provide an avenue for customers (Participants) using potable and reclaimed irrigation water to become knowledgeable about how their individual irrigation system and landscaping can be modified to maximize water savings through efficiency.

Evaluations may entail:

- o Rain sensor or soil moisture check.
- o Automatic irrigation controller checks and advises if replacement is needed.
- o Ensure irrigation zone timing to conform to the current SWFWMD and/or current utility restrictions.
- o Irrigation zone placement or recommended changes as related to existing plant material.
- o Check for leaks and broken or misdirected spray heads, recommend replacement where applicable.
- o Identify the amount of time, estimated gallons currently applied to each zone versus time/gallons recommended and estimated savings if recommendations are in place.
- o Make recommendations to Participant of any conservation measure that improve system efficiency such as:
  - ☐ All repairs
  - ☐ Rezoning
  - ☐ Capping spray heads on established shrubs/trees
  - ☐ Converting to rotator nozzles
  - ☐ Adjusting spray direction

- Use of low volume irrigation
- Florida-friendly Landscaping practices
- Installation of irrigation system devices– The Contractor shall target high water users for outdoor water conservation devices, including but not limited to smart irrigation controllers and wireless rain sensors, and be responsible for: 1) ensuring equipment installed is a WaterSense approved product; 2) verifying controller and/or sensor function properly, has water conserving features activated, and run times are in alignment with irrigation restrictions, at the time of installation; and 3) educate the homeowner on the water conservation features of the device.

Contractor will work with member governments and PRWC to determine eligibility, will coordinate with property owners to schedule the services, and will obtain the information needed to fulfill the record keeping and documentation described under Task 5.

### **Water Savings Targets**

The attached PRWC 2020 Demand Management Plan (Attachment “C”) outlines program goals and a recommended schedule to implement conservation programs which were determined to be the most effective. Table 2 of Task 6 in the Demand Management Plan should be used as a guide when proposing the estimated water savings potential.

The PRWC and its member governments shall request the services on an as-needed basis. There is no guarantee that any or all the services described in the agreement will be assigned during the term of the agreement. Further, the Contractor is providing these services on a nonexclusive basis. The PRWC and its member governments, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

### **QUALIFICATIONS**

1. Contractor or its subcontractor must have a Horticultural Degree with a minimum of two (2) years of experience or must have a minimum of four (4) years’ experience in landscape irrigation and hold one or more of the following active certifications:
  - a. Florida Irrigation Society - Certified Irrigation Auditor
  - b. Irrigation Association – Certified Landscape Irrigation Auditor, Certified Professional
  - c. Florida Nursery, Growers, and Landscape Association – Certified Landscape Contractor, Horticulture Professional or Landscape Technician
  - d. Florida Water Star – Accredited Professional
  - e. Green Industries Best Management Practices – Certification
2. Contractor must have been in business for a minimum of two (2) years.
3. Contractor or subcontractor must not be suspended, debarred, or in the process of being suspended or debarred by the County, the State of Florida or any of its subdivisions or municipalities, or any Federal governmental entity or agencies.

## **AGREEMENT**

The PRWC anticipates the term of the agreement will be for approximately two (2) years with five (5) optional one (1) year renewals. The actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

## **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

### **Tab 1, Introduction:**

Introduction letter describing the following:

- Company Name
- Company Address
- Contact Name, email address, and phone number

### **Tab 2, Experience and Expertise (35 Points)**

- Provide your firm's organizational structure.
- Provide the résumé of the person(s) who will be assigned to supervise work performed under the agreement. The person must hold a Horticultural Degree with a minimum of two (2) years of experience; or must have a minimum of four (4) years' experience in landscape irrigation and hold one or more of the following active certifications:
  - a. Florida Irrigation Society – Certified Irrigation Auditor
  - b. Irrigation Association – Certified Landscape Irrigation Auditor – certified Professional
  - c. Florida Nursery, Growers, and Landscape Association – Certified Landscape Contractor, Horticulture Professional or Landscape Technician
  - d. Florida Water Star Accredited Professional
  - e. Green Industries Best Management Practices Certification
- Describe the firm's experience with providing utility-related conservation that is similar in size and scope of work as outlined in this RFP. (One page, single or double sided)

- Provide three (3) references from clients in which the Proposer has performed projects that demonstrate your firm's experience with a similar scope of work services in the past five (5) years as the prime contractor. For each project identified please include (2 pages for each project, single or doubled sided):
  - Client name
  - Contact person to include:
    - Phone number and email address
  - Period of Performance (start and end date of the services)
  - Brief description of the services provided.
- Identify Contractor staff assigned to this project and provide a resume for each showing their work experience in a related field.
- Identify sub-contractors, if any. For each sub-contractor identified please provide the following:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services

**Tab 3, Approach and Methodology (35 points)**

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team to be assigned to this project regarding this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Provide alternate measures, processes, mechanisms or methodologies that would optimize cost-effectiveness, impart greater flexibility and control over the program and include the ability to adapt to varying budgetary conditions and limitations. Clearly defined and well-defended alternate methodologies to accomplish the MGD savings will be given preference. Estimated water saved (MGD) based on the Demand Management Plan can be found in Attachment "C".
- Provide a detailed plan describing how the proposer will realize project goals, timetables, and objectives; and the demonstrated general ability to bring about a successful completion of the Program proposed including any and all project assumptions. Proposers shall include:
  - A strategy development timeline, aligned with activities and deliverables previously noted.
  - Program setup and launch showing all activities required to set up the Program and the time required to be in full market.

- Proposed channels for marketing and anticipated response rates.
- Describe reporting methodology and metrics, proposed reporting system, and the level of which PRWC will have access to data and reporting.
- Describe how the program budget will be managed and tracked.
- Quality control and assurance-identify and describe any potential problems and Proposers approach to resolve them.

**Tab 4, Interaction with PRWC, its member governments, and Regulatory Agency staff (20 Points)**

Provide documentation and/or a narrative supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including utility-driven water conservation programs, water efficiency through indoor and outdoor uses, programs such as Florida Water Star and WaterSense labeled products, landscaping and irrigation experience, and other related activities. Describe the firm's ability to work with the PRWC and its member government staff members to successfully fulfill the scope of service. Demonstrate the firm's knowledge of water use permitting process through water management districts, as well as local regulatory agencies, including, but not limited to SWFWMD, PRWC, AWWA, SWUCA, and CFWI. (Limit response to one (1) page, single or double sided)

**Tab 5, 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 PRWC 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 Procurement Division'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:

- Surveys of Past Performance (Tab 5)-10 points

Subtotal Points-10 Points

by the process stated under each corresponding Tab description

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

- Experience and Expertise (Tab 2)-35 points
- Approach and Methodology (Tab 3)-35 points
- Interaction with PRWC government agencies and Regulatory Agency Staff (Tab 4)-20 points

Subtotal Points-90 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 criterion, 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 PRWC Board of Directors authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After the PRWC Board of Directors approval to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

### **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 PRWC Board of Directors authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After the PRWC Board of Directors approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, the User division, with the assistance of 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 PRWC 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 PRWC determines there is no other Proposer with whom the PRWC 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 PRWC Board of Directors that it selects such Proposer to provide the services as outlined in the Agreement. The PRWC Board of Directors shall make the final decision whether the PRWC shall enter into an Agreement with a Proposer.

## **GENERAL CONDITIONS**

### **BID OPENING**

Proposers 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.

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the PRWC Board, its Executive Director, or any elected official, officer, employee, or staff of any Member Government of the PRWC to include without limitation 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 proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected Contractor, 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 Regional Water Cooperative must be named as an additional insured with respect to liability arising from all work being performed for the PRWC, for Automobile and General Liability policies of insurance. The certificate holder must be Polk Regional Water Cooperative, 330 W Church St, 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 vendors, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 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. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of PRWC. An original certificate of insurance must be on file with the PRWC before a purchase order will be issued.

### **INDEMNIFICATION**

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the Cooperative), protect and hold the Cooperative, its

Member Governments, and each entities respective elected officials, officers, employees and agents, including without limitation Polk County, a political subdivision of the State of Florida, and its County Commissioners, managers, 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 Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the PRWC 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 PRWC with respect to any such claims or damages arising out of the PRWC's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

#### **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 the 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 PRWC pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of the Agreement, and in such case, the PRWC shall have the rights and remedies as provided herein.

#### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The PRWC is an equal opportunity/affirmative action employer. The PRWC is committed to equal opportunity employment effort; and expects Contractors that do business with the PRWC to have a vigorous affirmative action program.

#### **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The PRWC hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the PRWC and will not be subject to discrimination on the basis of race, color, sex or national origin.

#### **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the PRWC.

### **DEVELOPMENT COSTS**

Neither the PRWC nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

### **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 <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

### **CODE OF ETHICS**

If any proposer 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 proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

### **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

### **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 proposer shall comply with all applicable federal, state and local laws and regulations.

### **CONTRACT**

All contracts are subject to final approval of the PRWC Board. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

### **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

## **ADDITION/DELETION**

The PRWC 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 PRWC.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the PRWC at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer'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 PRWC's payment of an invoice shall not constitute evidence of the RPWC's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

## **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 proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers 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. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

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

## **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.

## **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 PRWC 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 the Agreement by the PRWC. As part of the response to this solicitation, the successful Contractor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

## **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 PRWC and the contractor may not enter into the agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to the 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 the Agreement, and the County may treat a failure to comply as a material breach of the Agreement.

C. By entering into the 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 the Agreement. Failure to comply will lead to termination of the Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the 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 the 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 PRWC as a result of the termination of the Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **LIMITATIONS**

The County, on behalf of the PRWC, reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County or the PRWC for costs incurred in preparation of responses to this RFP.

**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 the Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

**Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County and the PRWC 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.

## **PUBLIC RECORD LAWS**

(a) The Contractor acknowledges the PRWC and 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 the Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of the Agreement. In association with its performance pursuant to the 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 PRWC to perform the services required under the Agreement;

(2) upon request from the PRWC's Custodian of Public Records or his/her designee, provide the PRWC 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 the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the PRWC; and

(4) upon completion of the Agreement, transfer, at no cost, to the PRWC, all public records in possession of the Contractor or keep and maintain public records required by the PRWC to perform the service. If the Contractor transfers all public records to the PRWC upon completion of the 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 the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PRWC, 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 THE 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**

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

**A. Certification(s)**

(I) By its execution of the Agreement, the Contractor hereby certifies to the PRWC and 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 on behalf of the PRWC with respect to the Agreement.

(II) Additionally, if the value of the goods or services acquired under the Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the PRWC and 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, on behalf of the PRWC, concerning the subject of the 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, on behalf of the PRWC, regarding the foregoing matters.

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

(i) The Contractor is found to have submitted a false certification to the County or to the PRWC 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 or to the PRWC, 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 the Agreement are greater than or equal to One Million Dollars (\$1,000,000).

## Proposers 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.

## Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): \_\_\_\_\_ does:

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

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

Vendor Signature: \_\_\_\_\_

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

## EXHIBIT 1

### 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

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 (Water Savings Rebate Program), Etc.
COST OF SERVICES	Cost of services (\$250,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

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 5
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 25-566, Water Savings Rebate Program for the Polk Regional Water Cooperative**

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

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor 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 email the completed survey to: \_\_\_\_\_



## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-566, Water Savings Rebate Program for the Polk Regional Water Cooperative

POLK COUNTY WILL NOT INTENTIONALLY AWARD POLK REGIONAL WATER COOPERATIVE 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 REGIONAL WATER COOPERATIVE 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 25-566, Water Savings Rebate Program for the Polk Regional Water Cooperative

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 Regional Water Cooperative (the "**Cooperative**"), 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 Cooperative on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the Cooperative 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 Cooperative 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 Cooperative 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 Cooperative 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:**

By: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Its: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Its: \_\_\_\_\_

### **Affidavit Regarding the Use of Coercion for Labor or Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the Polk Regional Water Cooperative.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_\_\_\_\_ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

\_\_\_\_\_  
**NONGOVERNMENTAL ENTITY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**