

**Fran McAskill**  
*Director*  
**Procurement Division**



330 West Church Street  
P.O. Box 9005, Drawer AS05  
Bartow, Florida 33831  
Phone: (863) 534-6757  
Fax: (863) 534-6789  
[www.polk-county.net](http://www.polk-county.net)

## **NOTICE**

September 4, 2019

Polk County, a political subdivision of the State of Florida, requests the submittal of quotes for DQ # 19-1052

Quotations may be faxed to the Procurement Division, (863) 534-5935 or emailed to Ben Davis at [bendavis@polk-county.net](mailto:bendavis@polk-county.net) and must be received prior to 10:00 a.m., Wednesday, September 25, 2019. Quotations received after the stated date and time will not be considered.

Contractors are required :

- To attend a **Mandatory site visit on Wednesday, September 18, 2019 at 8:45 a.m.** prior to submitting their quote.
- Read the Quote Specification thoroughly for any *changes* or *special instructions*.
- All requirements and deadlines provided in this package must be upheld. Failure to comply may result in suspension as provided within this document and the Procurement Procedures.

# INSTRUCTIONS

1. The County shall consider awarding a quote to the Contractor that submits the overall lowest price for demolition services, to include asbestos containing material described more fully in the attached Asbestos Survey. If the structure has been deemed unsafe by the Building Official, all material shall be considered to be Regulated Asbestos Containing Material (RACM) and removed, transported, and disposed of according to Department of Environmental Protection (DEP) regulations.
2. The Procurement Director reserves the right to accept or reject any or all quotes and/or to award on an individual item basis or an overall low, whichever is deemed to be in the best interest of the County.
3. All Contractors shall submit prices on County quotation forms provided in this quote package. Failure to do so may cause your quote to be considered non-responsive.
4. Procurement staff will verify licensure and insurance is up to date and meets all requirements prior to award.
5. When asbestos material is present or structure has been deemed unsafe by the Polk County Building Official, the Contractor **MUST** hold a State of Florida Asbestos Contractor's license, licensure type CJC. **This portion of the scope of work shall not be subcontracted.** Contractor must note Asbestos Contractor license number on the Quote Sheet provided in this package. Procurement staff will verify licensure is up to date and active prior to award.
6. **A Mandatory site visit will be held at 8:45 a.m. on Wednesday, September 18, 2019, at 733 Bridgers Avenue and also US Highway 92, Auburndale, Florida 33823. Addresses are directly next to each other.**
7. **Receiving date is Wednesday, September 25, 2019 prior to 10:00 a.m.**
8. All prices quoted shall be good for thirty (30) days
9. If it becomes necessary to revise or amend any part of this quote, an addendum will be issued and will be posted on the County's website at <https://www.polk-county.net/procurement/procurement-bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a quote.
10. **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 shall be at Contractor's risk. No change orders will be granted for failure to fully inspect the entire parcel to accurately quote the project. Any questions regarding work incorporated into project **MUST** be addressed prior to opening of quote submittals. Questions shall be directed to the Procurement staff member noted on the cover page of this package.
11. **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.

12. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract, provide any goods or provide any services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public works; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.012(a), (16), Section 287.058, paragraph (2)(a) of Section 287.133). The person signing the Quote Sheet hereby certifies that they have complied with said statute.
13. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend a vendor, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director, or their designee, shall notify the vendor, 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. Actions that will cause a vendor to be suspended include, but are not limited to:
- Quality of work
  - Repeated inspections
  - Not completing jobs within the time given
  - Lack of current insurance on file
  - Vandalism
  - Safety
  - Any act of fraud
  - Repeated incomplete or incorrect document submissions

Initial suspension will be a minimum of six months; continued deficiencies will result in termination and deactivation from the County's vendor database, in accordance with Procurement procedures.

14. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Occupational License) in order to do business with the Polk County Board of County Commissioners. Procurement staff will verify that the successful Contractor possesses a valid Business Tax Receipt prior to award.
15. This document and any resulting purchase orders 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, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.
16. Safety Requirements: The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to: all employees on the project and other persons who may be affected by it; all of the project work; and all materials or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the County. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of demolition shall be the responsibility of the Contractor. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the Polk County Safety and Regulatory Manager, Risk Management Division, (863) 534-5267.
17. The Contractor is responsible for observing all, DEP and OSHA regulations and shall self-inspect to ensure that this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications; Traffic Work Zone Safety; Personal Protective Equipment; First Aid/CPR; Permit Required Confined Space; and Lock Out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.
18. A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

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

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

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

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

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County. This violation may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation.

Second violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County. This could also be grounds for suspension or termination.

Note: The County Safety and Regulatory Manager or their designee may stop any job to ensure the safety of all concerned.

Should the work site be a hazardous area, the Contractor must provide the County with a copy of the Contractor's Safety Plan to include information concerning hazards such as type or identification of known toxic material, machine hazards, Material Safety Data Sheets (MSDS) or any other information that would assist the Contractor in the planning of a safe work site.

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

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

19. Quotes should include pricing for the removal of all structures, footers, plumbing below grade, and debris, as well as any shrubs, trees, or vegetation in which removal is necessary for the safe demolition of the structure, and any other obstructions associated with the property that fall within the lot dimensions given. Lot should be cleared and raked, and any man-made items removed, unless otherwise specified in the quote package.
20. **PERFORMANCE OF WORK:** All or portions of the work required under this quote may be performed by Subcontractors, exclusive of removal of asbestos containing material, regulated or unregulated. If the successful Contractor plans to use Subcontractor(s) the Contractor must provide a list of **ALL** Subcontractor(s) and the division of work to be performed by each Subcontractor to the Procurement Division for approval **prior to award of the quote**. Proof of insurance and all applicable licensing required to safely perform the scope of work will be required from the

Subcontractor(s) prior to the issuance of the Notice to Commence Services. It will be the responsibility of the Prime Contractor to submit this documentation to the Procurement Division after the recap has been issued and prior to award. It is the Prime Contractor's responsibility to inform and provide job specifications to any/all Subcontractor(s) of the job. Any rework required due to negligence or inability of any Subcontractor(s) shall be the responsibility of the Prime Contractor.

The Contractor or their designee must be on site during the performance of this quote and will be fully responsible for all acts and omissions of their Subcontractor(s) and of any persons directly or indirectly employed by them. No changes to Subcontractor(s) used will be allowed after submittal of quote unless otherwise approved by the Procurement Director in advance of any work to be performed. Any Prime Contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.

Only duly authorized employees of the Prime Contractor or Subcontractor are allowed to be present on the demolition site. Violations of this requirement will result in a stop work order being issued by the User Division.

Any work performed by the successful Contractor or their Subcontractor(s) must meet all environmental regulations and deadlines stated in the Notice to Commence Services.

Delays as a result of weather events may be cause for an extension of time to the Completion Date established within the Notice to Commence Services. The length of delay and comparable number of days shall be determined by the County. Extension(s) of time shall be on a one-to-one basis.

A delay due to a weather event is defined as an inability to complete any portion of the scope of work due to inclement weather. If the weather prevents outside activity from occurring but the Contractor is able to perform another portion of the scope, a delay is not justified. The Contractor must request an extension of time to the Completion Date immediately upon the conclusion of the weather event causing the delay. This request may be sent electronically via email.

The weather event shall be of a duration that prevents the Contractor from performing work for a significant portion of the day or that leaves the job site in such a state that the Contractor is unable to continue to work. The County shall be the sole determination of whether the weather event meets the stated criteria contained within this document.

Nothing in the quote document shall create any contractual relationship between any subcontractor and the County or any obligation to pay or facilitate the payment of any monies due any subcontractor, except as may otherwise be required by law.

The Closure Package, which shall include all necessary documentation to complete the demolition project must be submitted to the User Division within five (5) business days of the Completion Date stated within the Notice to Commence Services. Any Contractor that does not abide by this timeframe may be subject to suspension as noted within this document and the Procurement Procedures.

Items to be submitted in the Closure Package:

- Final Invoice (original) with Affidavit, attesting to the correctness and accuracy of all fees, time charged and requested reimbursements, signed in front of a Notary.
- Certificate of Completion (original)
- Checklist (from quote document)
- Final closed permits noted under Section 3., Submittal Requirements After Demolition
  - Final Building Permit
  - Final Septic Tank Abandonment Permit showing confirmation of removal of septic tank
  - Tire invoices showing disposal at authorized tire disposal site.
  - Household hazardous waste (i.e., paints, insecticides) invoice showing disposal at authorized disposal site.
- Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
- Final Unconditional Release of Lien from all Subcontractor(s) (original)
- Picture of completed project, date and time stamped

For purposes of the Closure Package, "scaled" means that all material delivered to an approved landfill must be weighed on the landfill's scale for accurate measurement of material.

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

When written quotations are received, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 5% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the quote if the Polk County entity is otherwise fully qualified and meets all County requirements.

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

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

22. **VENDOR PREFERENCE:** It is the policy of the Board of County Commissioners to afford vendor preference to women and minority owned entities in the award of quotes. Preference shall be administered in accordance with the following:

When written quotations (less than \$50,000.00) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 5% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

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

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

This policy in no way supersedes the Local Preference Policy.

23. The Closure Package and all required documentation for this project are to be sent via regular mail or hand-delivered to the following address:

**REGULAR MAIL ADDRESS:**

R. Wade Allen, Administrator  
Polk County Real Estate Services  
Post Office Box 9005, Drawer RE01  
Bartow, Florida 33831-9005  
Phone: 863-535-2275

**HAND DELIVERY:**

Polk County Real Estate Services  
515 East Boulevard Street  
Bartow, FL 33830

24. **UNAUTHORIZED ALIEN(S):** The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation (this includes subcontractors). The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

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



databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

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

25. **CODE OF ETHICS:** If any vendor 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 quote, such vendor may be disqualified from performing the work described in this quote or from furnishing the goods or services for which the quote is submitted and shall be further disqualified from quoting on any future quotes for work, goods, or services for the County.
26. **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.
27. **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.
28. **PUBLIC RECORD LAWS**

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

**29. 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).

# SPECIFICATIONS

1. The Contractor shall begin work after Notice to Commence Services has been issued by the Procurement Division. Work shall only be authorized Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., excluding County holidays. If the Contractor desires to work outside of the regular hours, a request must be made 48 hours prior to the planned work. The Contractor shall have twenty (20) business days from the date Notice to Commence Services is issued to complete the demolition (Completion Date). All paperwork noted as a part of the Closure Package must be submitted no later than five (5) business days of the Completion Date stated in the Notice to Commence Services.
2. The Contractor must notify Polk County via email with the specific start day.
3. Demolition services must be provided utilizing the “wet demo” method regardless of the presence of hazardous material. If asbestos material is present, a State licensed Asbestos Contractor must perform the work in accordance with established guidelines for the type of material present. **Removal of asbestos containing material must be performed by the Prime Contractor only. This work will not be subcontracted out.**
4. Should asbestos be found during demolition when (i) the asbestos survey, if performed, indicates no asbestos is present within the structure, or (ii) an asbestos survey was not required or performed in accordance with applicable federal and state rules and regulations, the Contractor **MUST** immediately stop work and report the finding to the County and this demolition quote shall terminate. The Contractor shall be paid for all work completed prior to the discovery of asbestos. The County shall issue a new demolition quote solicitation to complete the demolition which shall indicate that asbestos material is present within the structure.
5. The Contractor shall be required to submit copies of all DEP Notices for asbestos abatement and demolition activity. Work dates on the notices must reflect actual work dates for in progress inspections. Any changes to notices must be sent in writing to the DEP and the County before work for that specific notice commences.
6. The Contractor shall remove all debris, trash, man-made items, or building material from site. All utility poles, unless they are marked that they are owned by a utility company; or located in a right-of-way, must be removed. All man-made items should be removed at the completion of the demolition.
7. The Contractor is responsible for observing all federal, state, and county environmental regulations associated with the structure(s) being demolished and cleared from the site.
8. The Contractor must pull all necessary permits for the demolition of the structure(s). As of August 25, 2006, demolition permits are also required for mobile homes. Final closed permits must be submitted as part of the Closure Package described in Instructions, Item 16

9. The Contractor is responsible for utility disconnects. All underground plumbing must be removed. The Contractor shall contact the appropriate power company so that they may disconnect the power source.
10. Septic tanks, lift stations, and raised drain fields shall be removed: If there is a septic tank on premises, the Contractor shall submit a copy of their Septic System Abandonment Permit and the Completion Form that is signed by a Health Department official as instructed on the Checklist with their Closure Package. Chapter 64E-6.011 and 64E-6.019 of the Florida Administrative Code sets the rules for the proper procedure of abandonment of septic tanks.
11. Unless otherwise specified, the Contractor shall remove all structures on the property. This includes the primary structure and secondary structures, such as sheds, garages, doghouses, etc. Any questions regarding structures to be demolished and removed must be addressed prior to the Quote Receiving date and time.
12. The Contractor shall remove all slabs, underground plumbing, pillars and/or footers associated with the structure to be demolished.
13. The Contractor shall remove all fences, except those which divide the property from an adjoining property.
14. Tagable items (such as cars, boats, car trailers, etc.) are not to be removed unless otherwise specified.
15. The Contractor MUST use authorized landfills with scales only in disposing of construction materials associated with the demolition process. Load weight must be printed on scaled landfill ticket. No materials may be buried on site. Should this be found, the Contractor will be subject to suspension as outlined in this solicitation and the Procurement Procedures. Scaled landfill tickets must include the project address and the name of Contractor/Hauler.
16. Unless otherwise noted, the site should be brought to a raked site basis. This shall include bringing in "clean" fill dirt (i.e., no organic matter, debris or large rocks), if necessary. Also, the Contractor shall use fill dirt to level any ruts or machine cuts.
17. All abatements and special considerations associated with the demolition are the responsibility of the Contractor.
18. No area shall remain that retains or detains water at the close of the project.
19. It is the responsibility for the Contractor to dispose of all household hazardous waste, including but not limited to paint, paint cans, and recyclables at an authorized landfill and submit authorized landfill receipts. Contractors should include the disposal costs in their quote. Scaled landfill tickets with the actual cost from an authorized landfill must be submitted within the Contractor's Closure Package. Labor for removal of household hazardous waste should also be included in the quote and will not be allowed as an additional charge.
20. Tires must be taken to an authorized tire disposal site. Contractors should incorporate tires into quote price. This cost will NOT be reimbursed via separate invoice on this demolition. The contractor must include landfill tickets for the tires with request for payment before payment for demolition will be rendered.

21. The Certificate of Completion is to be executed when the scope of work is complete, all permits have been inspected and finalized by the respective agencies that issued the permits, all Subcontractors have been paid, and unconditional lien releases(s) have been obtained. This shall be the final action required of the Contractor prior to assembly of the Closure Package for submittal to the County.
22. Contractors should not assume that items located on the property while submitting a quote will remain on the property at the time of demolition. The County may not own the property(ies) being demolished; therefore the property owner may remove items from their property at any time prior to the demolition.
23. If the project site is left unattended, it is the responsibility of the Contractor to secure the site before leaving. This includes, but is not limited to, energized power lines, covering open pools, septic tanks, and holes from excavation.
24. The Contractor **MUST** contact Transportation Division to request an inspection after the demolition project has been completed. Multiple inspections by County personnel after completion deadline may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.  
Items that must be included within the Closure Package:
  - Final Invoice with Affidavit, attesting to the correctness and accuracy of all fees, time charged and requested reimbursements, signed in front of a Notary. (original)
  - Certificate of Completion (original)
  - Checklist (from quote document)
  - Final closed permits noted under Section 3., Submittal Requirements After Demolition
    - Final Building Permit
    - Tire invoices showing disposal at authorized tire disposal site.
    - Household hazardous waste (i.e., paints, insecticides) invoice showing disposal at authorized disposal site.
  - Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
  - Final Unconditional Release of Lien from all Subcontractor(s) (original)
25. Contractors shall **NOT** send individual items in to the User Division. **ALL** items listed above **MUST** be submitted together, not later than five (5) business days of the Completion Date noted in the Notice to Commence Services. Failure to follow these instructions may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.

## **ATTENTION BIDDERS**

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

You may register by going to the following link:

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

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

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

# QUOTE SHEET (SUBMITTAL PAGE)

Item #	Description	Price
1.	Demolition services	\$

Are Subcontractors being used in the performance of this demolition? **(Mark only one)**

Yes  No

Name of Subcontractor(s): \_\_\_\_\_

Work being performed by Subcontractor(s): \_\_\_\_\_  
(List **ALL** subcontractors. Attach additional sheets if needed)

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

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
P.O. Box/Street Address

\_\_\_\_\_  
Name & Title of Authorized Signer

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
FL Asbestos Contractor License # (CJC)

### COMPANY CLASSIFICATION

#### MUST CHECK ONE:

- Caucasian  
 African American  
 Hispanic American  
 Asian-Pacific American  
 Native American  
 Asian-Indian American

### RETURN ALL QUOTES TO:

Polk County Procurement Division  
 330 West Church Street, Room 150  
 P.O. Box 9005, Drawer AS05  
 Bartow, FL 33831-9005  
 Phone: (863) 534-6757  
 Fax: (863) 534-6789  
 Email: tammywinton-spearman@polk-county.net

***If one of the above is checked please indicate whether  Female  Male***

- Publicly Traded Corporation  
 Employee Owned Company



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

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

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

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

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

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

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

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

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

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

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

Type of Organization:

\_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Partnership    \_\_\_\_\_ Non-Profit    \_\_\_\_\_ Sub-Chapter

\_\_\_\_\_ Joint Venture    \_\_\_\_\_ Corporation    \_\_\_\_\_ LLC    \_\_\_\_\_ LLP

\_\_\_\_\_ Publicly Traded    \_\_\_\_\_ Employee Owned

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

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

**ADDRESS:** 733 Bridgers Avenue and 1300 US Highway 92, Auburndale Florida 33823 – Addresses are directly next to each other.

**TAX ID #:** 252810-323300-000160 and 252810-323300-000010

**OWNER:** Polk County

**Directions:** From Bartow East on U.S. 98/Van Fleet Dr for 0.5 miles; Turn left onto U.S. 17 N. for 4.7 miles; Turn left onto Spirit Lake Road for 1.8 miles; Turn left onto Thornhill Road for 6.2 miles; Turn left onto C.R. 655/Recker Highway for 0.3 miles; Turn right onto US 92 E for 0.6 miles; Turn left onto Bridgers Avenue; 733 Bridgers Avenue is on the right.

- Structure Descriptions:**
- 1.) Demo Approx 1,800 sq. ft. Concrete Structure (Red Building=RB), concrete foundation, all debris
  - 2.) Demo Frame Shed and concrete foundation. Remove fence between shed and RB and behind RB, all debris
  - 3.) Demo Approx 1,400 sq. ft. Concrete Structure (White Building WB), concrete foundation, remove lean to on back of WB, remove sign, remove white pickett fence, all debris
  - 4.) LEAVE–DO NOT Remove fence in between WB and Burger Bunker Business next door.
  - 5.) Demo Approx. 6,084 sq. ft. Concrete Structure (Skating Rink=SR), whatever foundation/block, wood etc there is for foundation, remove big billboard poles, remove bollards, remove wood ramp way, remove handrail, all debris.
  - 6.) LEAVE-DO NOT Remove fence at north side of SR.
  - 7.) LEAVE-DO NOT Remove Power Poles.
  - 8.) All Shipping Containers/Conex Demo or Remove, remove lean too attached to shipping containers
  - 9.) DRAIN & REMOVE all Septic Tanks/Drainfields.

**Description:** Portion of Lots 1–7 & 15, and Portion of Lots 16-18, Highway Heights P.B. 35, Page 48. Parcel I.D. Numbers 252810-323300-000160 & 252810-323300-000010

**Utilities:** Demo Contractor is responsible for all disconnects and permits with any and all utilities.

**Demolition:** Demolition in place – All structures as described above. Remove all debris. Must demo per NESHAP Recommendations, asbestos survey included. **NOTE: Incorporate tires and/or any chemicals into quote price. This cost will NOT be reimbursed via separate invoice on this demolition. The contractor must include landfill tickets for the tires with request for payment before payment for demolition will be rendered. Drain, and REMOVE all Septic Tanks/Drainfields.** Fill all areas as needed and level and rake. **If there is a well, Do NOT remove or do anything to it.** See attached photos for any details.

NOTES:

Structure (check one):

- does not contain asbestos (see attached Asbestos Survey)
- does contain asbestos (see attached Asbestos Survey)
- an asbestos survey was not required or performed on the property in accordance with applicable state and federal rules and regulations.

**Exception(s): Do not include well abandonment in the demolition quote. The well is to remain and the abandonment will be performed by others.**

If submitting a "NO QUOTE", Bidder shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Ben Davis, 330 West Church Street, Room 150, Bartow, Florida 33830; or via fax 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 deleted from the list of qualified bidders for the County for further demolition projects.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date

# SAFETY REQUIREMENTS/REGULATIONS FORM (SUBMITTAL PAGE)

Bidder must sign and have notarized:

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

By \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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

## **DRUG-FREE WORKPLACE FORM (SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall 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.

\_\_\_\_\_  
Contractor’s Signature

\_\_\_\_\_  
Date

## INSURANCE REQUIREMENTS

An original certificate of insurance must meet the following requirements:

1. Worker's Compensation Insurance providing 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 worker's compensation law must provide either a worker's compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction).

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Worker's Compensation policy will contain waiver of subrogation in favor of Polk County.

2. All contractors are required to provide the County with one original certificate of insurance, which must include the following information:

- a. Worker's Compensation Insurance providing 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 Worker's Compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

- b. Commercial General Liability Insurance, including County and Contractor Protective, Contractual, Products and Completed Operations Liability coverage on an occurrence Broad form policy in limits not less than those listed and deductible amount not to exceed \$25,000. XCU Property Damage exclusion must be removed from the policy.

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

- c. Automobile 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 Combined Single Limit Each Accident	\$1,000,000
--	-------------

- d. Pollution Liability is required for all contractors that perform demolitions involving asbestos. This coverage will be requested upon the initial award of a project that contains asbestos material.
3. Polk County is to be named as an additional insured on both the General Liability Policy and the Automobile Liability Policy as follows: "Polk County, a political subdivision of the State of Florida, is named as additional insured with respect to liability arising from any demolition quote for Automobile and General Liability policies of insurance. All policies (except auto) contain a waiver of subrogation in favor of Polk County." All insurance coverage shall be written with a firm having an A.M. Best Rating of at least the "A" category and financial size category of VIII.

The Certificate Holder must be stated as:

Polk County, a political subdivision of the State of Florida  
PO Box 9005, Drawer AS05  
Bartow, Florida 33831-9005

The County must be an additional named insured in regards to General and Automobile Liability. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Waiver of subrogation in favor of Polk County is required for General Liability and Worker's Compensation coverages.

Notation on the certificate reflecting the additional insured status and the waiver of subrogation or copies of the endorsements must be provided to verify requirements. "All work performed for Polk County" must be noted on the certificate.

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.



**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.:   DQ 19-1052  

PROJECT NAME: 733 Bridgers Ave & 1300 US Hwy 92, Auburndale 33823

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

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

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

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

Signature	Title	Date
-----------	-------	------

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

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

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name)

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

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

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

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

### CERTIFICATE OF COMPLETION

DQ Number:   DQ 19-1052   Case Number: \_\_\_\_\_

Completion Date: \_\_\_\_\_ Notice to Proceed Date: \_\_\_\_\_

Address:   733 Bridgers Ave & 1300 US Hwy 92, Auburndale 33823  

The Work to which this certificate applies has been inspected by the authorized representatives of the County and the permitting agencies and the Contractor; and that Work is hereby declared to be complete in accordance with the scope of work contained within the demolition quote package. This Certificate of Completion applies to all Work under the awarded demolition.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

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

County Division: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

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