

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing Waverly Park Playground Installation 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: 21-386, Waverly Park playground Installation

Description: Furnish and install playground equipment at Waverly Park located at 619 Hodges Street, Lake Wales, Florida.

Receiving Period: Prior to 2:00 p.m., Wednesday, April 21, 2021

Bid Opening: Wednesday, April 21, 2021 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 MANDATORY pre-proposal / site visit meeting will be held Wednesday, April 7, 2021, 9:00 a.m. at Waverly Park, 619 Hodge Street, Lake Wales, Florida. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Submittal will be considered non-responsive.

To obtain a copy of Maps, Drawings and additional project information (Attachments "A-D") please go to 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 21-386 – Waverly Park Attachments", select "Open" or "Save As" to download the quote documents. If you need assistance accessing this website due to ADA or any other reason, please email Danielle Rose at daniellerose@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, April 13, 2021, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 21-386

RFP Title: Waverly Park Playground Installation

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Label

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

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	21-386
RFP Title	Waverly Park Playground Installation
Due Date/Time:	April 21, 2021, 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.

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

**REQUEST FOR PROPOSAL 21-386
Waverly Park Playground Installation**

Sealed proposals will be received in the Procurement Division, Wednesday, April 21, 2021, 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/procurement/procurement-bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

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

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Tuesday, April 13, 2021, 4:00 p.m.**

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

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

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

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified vendors to furnish and install playground equipment at Waverly Park located at 619 Hodge Street Lake Wales, Florida.

Polk County received federal grant funds from a Community Development Block Grant (CDBG), to provide playground equipment and fall zone material at Waverly Park. The estimated start date for this project will be around June 2021 and has a deadline for completion of August 13, 2021. The cost of the successful proposal shall not exceed \$100,000. Total cost for the park must include a complete turn-key price, which includes but is not limited to, playground design, equipment, site preparation, installation of all elements, post construction cleanup, shipping and any other cost incurred. Proposers must attend a mandatory Pre-Proposal meeting and site visit and are responsible for verifying site size, shape, condition, and accessibility.

Manufacturer of the equipment provided shall be ISO 9001 certified, and factory installer must be certified by the National Playground Safety Institute. All equipment provided must, at a minimum, meet the following standards:

- a) ADA-American with Disabilities Act
- b) ASTM - The American Society for Testing Materials
- c) IPEMA- The International Playground Equipment Manufacturers Association
- d) CPSA- The Consumer Product Safety Act.

A copy of the current certifications/licenses must be submitted with the proposal (Tab 2, Experience and Expertise). A copy of all manufacturer's warranty and written specifications must be included with proposal (Tab 4 Approach & Methodology).

It is understood the proposer remains responsible for project completion and acceptance by the County. The County reserves the right to reject any proposal in response to this RFP if said proposal names a subcontractor who had, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.

Vendor Regulations

The Successful Proposer must register in County's Vendor Database if you have not already done so prior to award of this RFP. 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>

Scope of Services

It is intent of the County to enter into an agreement with one Vendor. The Vendor selected will prepare the site and the surrounding area where the playground will be located; and provide and install the playground equipment presented in the Vendors proposal. The County reserves the right to change portions of the Vendors design during Elevation level 4 Negotiations. The Vendor is also responsible for post construction clean up, any damage to the Waverly Park and/or its existing amenities by the fault of the Vendor and/or their subcontractors must be repaired to its original state or better prior to the damage being done at no cost to the County.

The work in this RFP consists of layout design, supply, and installation of commercial grade playground equipment, equipment footings, composite border with ADA entrance ramp, engineered wood fiber impact zone materials and two park benches. This will include all labor (including manufacturer approved installers/subcontractors and Certified Playground Inspectors), disposal of materials, machinery, tools, means of transportation, supplies, equipment, materials, permits and services necessary to perform the work described in this RFP. The Proposer will be responsible for furnishing and installing playground structures for two age groups: 2-5 years of age and 5 -12 years of age. Structures must include age appropriate signage on equipment. All the work associated with this project must be reflected in the Proposers itemized lump sum cost provided in Tab 5, Cost.

General Information

1. It shall be the successful Proposer's sole responsibility to secure any Addenda issued, the Proposers Proposal, and the resulting Agreement.
2. Polk County Building Department will require a permit for a Voluntary Footing Inspection. Polk County staff will make application for the permit; however, it will be the responsibility of the Proposers installers to call the county building inspectors to look at the footings
3. Proposer shall be solely responsible for any repair, or damage caused by the Proposer or their subcontractors during the excavation at their own expense. There will be no additional cost to the County.

4. The Proposer shall include the manufacturers 3-dimensional drawings of all proposed playground equipment. The drawings must identify the name and type of play elements and each element must be clearly identified in the 3-dimensional drawings provided (Tab 4, Approach and Methodology).
5. The Proposer is responsible for prepping the site location for the installation of the proposed playground equipment and providing all required equipment, material and labor for concrete footings.
6. It is the Proposer's responsibility to provide temporary power and water, if needed, to conduct the work.
7. It is Proposer's responsibility to unload and securely store products in accordance with manufacturer's instructions to prevent damage.
8. It is the Proposer's responsibility to provide portable toilet(s) on site for the entire duration of the project.
9. The Proposer will be responsible for coordinating the installation of concrete footings, and playground equipment with the Parks and Recreation Senior Planner.
10. It is the Proposer's responsibility to supervise the work area, and to clean the work area of debris at the end of each workday so as not to present a hazard or public nuisance.
11. The Proposer will comply with all Federal, State and Local laws pertaining to playgrounds, surfacing materials, and regulations concerning other equipment included in this project.
12. Wherever possible, equipment should be designed to avoid creating concealed areas where surveillance is obscured by structure. The playground will include a minimum of 2 benches, which provide maximum surveillance of the playground area for parents.
13. Proposers shall not change the footprint of the existing playground footprint at the park location.
14. Sufficient composite border is required to encompass the use zone of the structures, with an ADA accessible ramp.

15. Proposers shall include in response the following statement: **I am aware of the Davis/Bacon Wage and Earnings Act and shall comply with all requirements.** This will include the submission of certified payrolls, summaries, reports, and audits required for compliance. (See Exhibit "C")
16. All documents requiring signatures will be mailed to the Senior Planner with the original inked signature before any invoices will be processed.
17. The playground site shall be returned to the condition it was prior to work starting. The Proposer is responsible for repairing any damage to the site caused by the Proposer or any of their subcontractors, at no cost to the County.
18. The final project will not be accepted until the Parks and Recreation Senior Planner approves the work upon completion of the project.
19. Physical Condition/Utilities:

The Vendor shall physically verify the location of all existing utilities in the field prior to beginning construction, document with photographs, and submit to the County. The Vendor is responsible for notifying all utility owners affected by the Vendor's operation no less than 48 hours or no more than 5 days prior to beginning work. Notification shall be in accordance with Florida Statute, Chapter 556, "Underground Facility Damage Prevention and Safety." Costs for relocation of utilities will be the responsibility of the utility company. Sunshine State One-Call of Florida, Inc. 1-800-432-4770 or www.callsunshine.com.

The Vendor shall repair or restore all utilities, structures and properties damaged or disturbed during the performance of the work. Damages will be repaired to original condition. Damages outside the project area will be the sole responsibility of the Vendor and shall be resolved prior to "Final Completion". The Vendor shall obtain signed releases from all affected property owners stating that their performance has been restored to their satisfaction prior to "Final Completion".

The Vendor shall be responsible for coordination of any existing utilities. Utilities shall be maintained until such time as removal, relocation or abandonment becomes necessary. Utilities must be maintained in full service, free from damage in accordance with State and Local regulatory agencies. The County Project Manager and the Senior Planner shall be notified by the Vendor as to where existing utilities interfere with proposed construction and approval shall be obtained on all proposed field changes, alterations or additions. In the event that a conflict arises with existing utilities, said existing utility will be relocated in accordance with aforementioned said agencies. All existing utility location and relocation activities shall be coordinated by the Vendor. Prior to removal, relocation or abandonment, the Vendor shall notify and coordinate with the Utility Owner, County and Senior Planner, for safe removal and compliance with all applicable governmental agency and utility company regulations.

The Vendor shall be responsible for any damage to existing utility services. Any damage to existing facilities shall be repaired and/or replaced using the Utility's standards at the Vendor's expense and to the Owner's satisfaction.

The Vendor shall protect and maintain operation of existing drainage structures and utility services during construction.

Qualifications

1. Proposer or sub-contractor shall be an agent or certified / approved reseller of the manufacturer for the playground equipment proposed. (Tab 2, Experience & Expertise)
2. Playground installation: All playground equipment installation shall be performed by a Factory Certified Installer under the supervision of a Certified Playground Inspector in compliance with (CPSC) U.S. Consumer Product Safety Commission Guidelines, (ADA) Americans with Disabilities Act, (ASTM-F1487) American Society for Testing and Materials Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, the (NRPA) National Recreation and Parks Association. This portion of the work may be subcontracted out. (Tab 2, Experience & Expertise)
3. Proposer, its principals, sub-contractors, material suppliers, and any of their affiliates must not be debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities in accordance with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C. (Tab 1, Introduction)
4. Playground Safety Standards and Quality Assurance: Manufacturer of the equipment provided shall be ISO 9001 certified and the designer and factory installer must be certified by the National Playground Safety Institute. All equipment provided must, at a minimum, meet the following standards
 - a. ADA-American with Disabilities Act "2010 ADA Standards for Accessible Design"
 - b. ASTM - The American Society for Testing Materials
 - c. IPEMA - The International Playground Equipment Manufacturers Association

Technical Specifications

1. Playground installation shall be approved and supervised by a National Playground Safety Institute (NPSI) certified Playground Inspector.
2. There are many types of play, including but not limited to physical solitary play, social interactive play, fantasy play, etc. It is suggested that Proposers incorporate as many of these types of play as space allows to ensure the play environment encourages and develops a wide range of skills and development opportunities for kids.
3. The following equipment shall not be included in Proposer's proposal. Proposals including any of the following equipment may cause the proposal to be non-responsive: "Water Play" type equipment, carousel, chain, or rope-based equipment.
4. Low maintenance and weather, vandalism and graffiti resistance pieces are of utmost importance to the design of the playground.

5. Provide ground preparation required to install playground equipment. Playground equipment must be mounted in a footing.
6. No fiberglass, wood, or polished stainless-steel components (such as slide bed ways) will be accepted.
7. Each element should support the play activities of at least 6-10 children.
8. Playground structure(s) for ages 2-5 shall include a minimum of 8 total play elements.
9. Playground structure(s) for ages 5-12 shall include a minimum of 15 total play elements.
10. Playground structure shall be made up of both steel (with Powder coating) and composite materials.
11. Composite play structures with multiple climbing elements and slides desired. The composite structure may tie together other elements of this proposal.
12. A minimum of 30% of the play area should have shading structures. Shading structures should not need to be removed for storm event.
13. All play deck shall have textured slip resistant surfaces: Provide ground preparation required to successfully install playground equipment. Playground equipment must be mounted in a footing.
14. Deck shall be manufactured and finished with PVC coating an upright post shall either be colonized, steel, or alumina material with corrosive resistant finish.
15. All bolts, washers, nuts, screws, and other associated hardware used for playground assembly must be corrosion resistant stainless steel.
16. Furnish and install a swing set structure (2 bays with 2 swings each: at least one handicap seat and a seat for mother/toddler and 2 belt seats).
17. Playgrounds shall be wheelchair accessible and ADA compliant.
18. Structures must have activity panels that offer a wide variety of ways to have fun to include children with various disabilities.
19. Proposer shall provide and install engineered wood fiber that is IPEMA certified for ASTM 1292-09 impact within the use zone of the playground equipment over geotextile fabric. Safety surface must meet the thickness guidelines based upon fall zone requirements for maximum impact attenuation.
20. Prior to any digging or site preparation Proposers must contact Sunshine 811 to coordinate the process between excavators and member utilities in Florida so that they can mark the approximate location of underground lines, pipes, and cables on the construction site. Permitting will require a Voluntary Footing Inspection from the Polk County Building Department.

Warranty/ Guarantee

The equipment manufacturer shall warrant at a minimum, material and workmanship against defects, from date of manufacturers invoice, for a period as follows (Tab 4, Approach and Methodology):

- a) Minimum 50-year limited warranty against structural failure due to corrosion or defects in materials and workmanship on aluminum deck posts, steel deck posts, clamping/fastening and associated fastening hardware.
- b) Limited fifteen (15) year warranty against HOPE and structural failure due to corrosion or defects in materials and workmanship on steel support legs and on steel components including railings, rungs, and ridged climbers.
- c) Limited two (2) year warranty against structural failure caused by defective materials or defective main support materials and decks.
- d) Limited five (5) year warranty against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts such as swing hangers, swivels, chains, and flexible climbers.
- e) Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.
- f) The Vendor shall guarantee installation workmanship for a period of one year from the date of completion of the product. The Vendor shall be responsible for coordinating manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to the owner.

AGREEMENT

Anticipated start of this project is June 2021 and all work is to be completed by August 13, 2021. Application for permitting is to be completed after full execution of a contract and within 14 days of issuance of a purchase order and Notice to Proceed.

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 your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Statement of ADA, ASTM, IPEMA & CPSC compliance (One (1) page, single or double sided)
- Exhibit C, Compliance of the Davis Bacon Wage and Earnings Act

Tab 2, Experience and Expertise (30 Points)

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide name of National Playground Safety Institute (NPSI) Playground inspector and submit a copy of the inspector's current Certification.
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with project management for similar scope of work services in the past five (5) years. For each project identified please include (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact's phone number and email address
 - Cost of the services
 - Start and end date of project
 - Brief description of the services provided.
- Provide a letter or certification from the playground equipment manufacturer that Proposer, equipment installer, or sub-contractor is a certified or authorized reseller/installer of the proposed playground equipment.
- Identify sub-contractors, if any. For each sub-contractor identified please provide the following:
 - A brief description of their capabilities, qualifications, and experience outlining their qualifications to perform the intended services
 - Submit a copy of their applicable licenses and/or certifications qualifying them to perform the intended services (Limit response to one (1) page per subcontractor).

Tab 3, Playground Play Value and Aesthetics (20 points)

- Activity variety: Show the number of creative and challenging play activities
 - Playground structure(s) for ages 2-5 shall include a minimum of 8 total play elements with 1 point for each additional element to maximum of 5 points
 - Playground structure(s) for ages 5-12 shall include a minimum of 15 total play elements with 1 point for each additional element to maximum of 5 points
- Playground Layout (show park benches for adult surveillance in layout)
- Describe complementary features and innovative elements
- Describe Natural Play inclusion

Tab 4 Approach and Methodology (30 points)

- Provide a short narrative project approach, the proposed schedule, and statement outlining how the Project Manager proposes to respond to and manage this project. Please be specific in terms of communicating with County staff.
- Provide a copy of equipment warranty information, IPEMA Certification, product liability insurance and any other supporting documents such as ISO9001 certification.
 - Minimum 50-year limited warranty on posts, decks & hardware
 - Minimum 15-year limited warranty (HOPE)
 - Minimum 5-year limited warranty on Swing(s)
 - Limited two (2) year warranty against structural failure caused by defective materials or defective main support materials and decks.
- Provide square footage of the proposed playground playable space and number of play features included in the playground design. Proposers shall include the manufacturers site plan and 3-dimensional drawings of all proposed playground equipment. The drawings must identify the name and type of play elements and they must be clearly identified in the 3-dimensional drawings provided.
 - Identification and specification of equipment on drawing
 - Provide a list of elements available to each age group
 - Provide a list of ADA available elements
 - Provide an estimation of child capacity of the equipment.

Tab 5, Cost (10 Points)

- Proposers must provide a fixed fee lump sum price, inclusive of all costs. The Proposer with the lowest fixed fee lump sum will receive the maximum 10 points for Tab 5.
- Proposers must also provide a complete line item breakdown of all costs associated with this purchase, including what percentage of the total lump sum is for the Proposers profit. (2 CFR, 200.324 Contract cost and price).

- The Vendors profit may be negotiated during Elevation Level 4, Negotiations.

If during Elevation Level 4, Contract negotiations, it is determined that additional services are needed, the cost amount submitted may also be negotiated.

Tab 6, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Attachment 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)

Tab 7, Miscellaneous

- Provide copy of the current catalog (electronic or hard copy) with the equipment specific to this installation, pages marked, and costs highlighted.
- Exhibit A, Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
- Exhibit B, Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division. The parcel should be labeled "RFP #21-386- Waverly Park Playground Installation" 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

- The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, April 21, 2021.**
- The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.
- The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

EVALUATION CRITERIA AND SELECTION PROCESS

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

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section. The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

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

Elevation Level 1 (Procurement Requirements Assessment)

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

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

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

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 5) 10 points
- Surveys of Past Performance (Tab 6) 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) 30 points
- Playground Play Value and Aesthetics (Tab 3) 20 points
- Approach and Methodology (Tab 4) 30 points

by the following process:

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

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.

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

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

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

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

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

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

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

UNACCEPTABLE (0.0):

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

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

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

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

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

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

staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4 for contract negotiations.

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

Elevation Level 3 (Proposer Interviews)

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

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

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

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

Elevation Level 4 (Contract Negotiations)

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

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

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. 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 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 Vendor shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from Vendor's performance and furnishing of the Work and the Vendor's other obligations under the Contract documents, whether it is to be performed or furnished by the Vendor, Subcontractor, Supplier or anyone for whose acts any of them may be liable. The Vendor shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the County the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

- a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

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

- b. Commercial General Liability Insurance, naming the County (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.

Aggregate Combined:	<u>\$1,000,000</u>
Each Occurrence:	<u>\$1,000,000</u>
Broad Form CGL	<u>\$1,000,000</u>
Contractual Liability	<u>\$1,000,000</u>
Completed Operations	<u>\$1,000,000</u>

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after County's acceptance of the project.

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

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

These policies will provide that:

- 1) The insurer(s) waive their rights of subrogation in favor of the County, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
- 2) The County, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this proposal and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.
- 3) The Vendor shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the County. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida
P.O. Box 9005, Drawer AS05
Bartow, Florida 33830

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

INDEMNIFICATION

Vendor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant 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 Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant 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.

PUBLIC ENTITY CRIMES STATEMENT

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/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a vendor, 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. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County 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, Vendor 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, Vendor 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 County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. 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/procurement-bids>. 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 Polk County Board of County Commissioners or County Manager, as applicable. Persons or Vendors 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 County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit an invoice to the County at the prices stated on the Purchase Order. **An original invoice shall be submitted to the appropriate User Division.** The Seller shall include the Purchase Order number and if applicable, the bid number on all invoices. By submitting an invoice, the Seller's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Seller's 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 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.

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.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award

mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

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

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Vendor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a vendor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, vendors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Vendor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Vendor to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Vendor to perform work pursuant to this contract.

C. The Vendor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Vendor 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 *Vendor* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination. The Vendor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County 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 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 this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

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

any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

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

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

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

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

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

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

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

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).

Funding for this project has been secured through a Federal Grant which requires the vendor and sub-contractors to comply with the Federal Labor Standards Provisions, Section 3 of Housing and Urban Development Act of 1968 and Davis-Bacon Act. The vendors for this project will be required to submit the required certified payrolls, summaries, reports, and audits required for compliance. Information regarding these provisions is included in the bid posting documents.

Pre-Installation Conference

A pre-installation conference will be held with the vendor to discuss scheduling and details of the project.

Default and Remedy.

- a. **Process.** If the Vendor materially defaults in the timely performance of any Contract obligation, or if the Vendor is otherwise in material default of the Contract, including, without limitation, the Vendor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately engage other contractors or providers at the Vendor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Vendor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Vendor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Vendor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG funding caused, directly or indirectly, by the Vendor's delay. Upon any such termination pursuant to this Section, the County shall pay the Vendor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Vendor shall cease.
- b. **Certain Material Defaults.** Among other matters, including without limitation, the Vendor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Vendor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Vendor's assets, a general assignment by the Vendor for the benefit of creditors, or any action taken by or suffered by Vendor under any insolvency or bankruptcy act; or the Vendor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

In accordance with the federal procurement standards at 2 C.F.R. sections 200.318 through 200.327 the following clauses are incorporated in this RFP, any resulting contract with the Prime Contractor, and any resulting contracts between the Prime Contractor and sub-contractors and material suppliers. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Applicable to construction contracts only)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

Compliance with the Contract Hours and Safety Standards Act. (Applicable to all awarded contracts related to “mechanics and labors” with a value greater than \$100,000)

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

(c) In addition to the clauses contained in paragraph, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Polk County, a political subdivision of the State of Florida, shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Polk County, a political subdivision of the State of Florida, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Davis Bacon Act and Copeland Anti-Kickback Act. *(Applicable to all prime construction contracts in excess of \$2,000)*

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to CBDG Program Supervisor.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and sub recipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”

“Compliance with the Copeland “Anti-Kickback” Act. *(Applicable if subject to Davis-Bacon Act)*

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the CDBG Program Supervisor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

Clean Air Act and the Federal Water Pollution Control Act. (For contracts and subgrants of amounts in excess of \$150,000)

Clean Air Act (*Applicable to all contracts of amounts in excess of "\$150,000"*)

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the Department of Housing And Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Housing and Urban Development.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the Department of Housing And Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Department of Housing and Urban Development.

Applicability (§ 183.10, *Applicable to all contracts of amounts in excess of \$50,000.00*)

(a) This part applies only to grants and cooperative agreements that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. It does not apply to the authorized intelligence or law enforcement activities of the Federal Government.

(b) All elements of this part are applicable until the date of expiration as provided in law.

Debarment and Suspension (Exhibit "A")

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

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

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the

contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Department of Housing And Urban Development, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (Exhibit “B”)(Applicable to all contracts in excess of \$100,000)

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

Procurement of Recovered Materials.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

Affirmative Action.

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this bid and the awarding contract:

(1) The Contractor agrees to provide the County, Department of Housing And Urban Development, the Department Of Housing And Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the Department Of Housing And Urban Development Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Department of Housing and Urban Development pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Department of Housing and Urban Development financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, Department of Housing and Urban Development policies, procedures, and directives.

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

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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.

ATTACHMENT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

1. The Vendor 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 (Playground Installation for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$75,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Vendor 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 Consultant 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 Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6
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 21-386, Waverly Park Playground Installation

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

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of 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 Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /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 (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, clearances, etc.)	(1-10)	
6	Ability to communicate and document (risk management)	(1-10)	
7	Ability to follow users' rules, regulations, and requirements (housekeeping, safety, etc.)	(1-10)	
8	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that _____ does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposers Signature

Date

CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 21-386 PROJECT NAME: Waverly Park Playground Installation

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE 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 THE 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 _____, 2021, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT B
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT C

Compliance of the Davis Bacon Wage and Earnings Act

Solicitation No.: RFP 21-386

Project Name: Waverly Park Playground
Installation

I am aware of the Davis/ Bacon Wage and Earnings Act and shall comply with all requirements. This will include the submission of certified payrolls, summaries, reports, and audits required for compliance. (Please submit under Tab 1, Introduction)

Contractor

Signature

Printed Name of Signer

Date