BID NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of bids from vendors that are interested in providing catering services during emergency and disaster events to locations throughout Polk County as described herein. Sealed bids must be received in the Procurement Division, prior to the due date and time listed below.

Bid Number and Title: 23-233, Catering for Emergency and Disaster Events

Description: Provide all labor, material, permitting, and supervision required to provide catering services during emergency/disaster events to locations throughout Polk County.

Receiving Period: Wednesday, July 12, 2023, prior to 2:00 p.m.

Bid Opening: Wednesday, July 12, 2023, 2:00 p.m.

Special Instructions: Attached are important instructions and specifications regarding responses to this Bid. Failure to follow these instructions could result in Bid disqualification.

Questions regarding this bid should be in writing and should reference the above Bid. Submit all questions to Brad Howard, Procurement Analyst, via email no later than 5:00 p.m. ET on Friday, July 7, 2023, at bradhoward@polk-county.net or via fax at (863) 534-6789.

BID REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please email or 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.

Bid Number: 23-233

Bid Title: Catering for Emergency and Disaster Events

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 bid that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

BID SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

Sealed Bid. DO NOT OPEN	
Sealed Bid Number	23-233
Bid Title	Catering for Emergency and Disaster Events
Due Date/Time:	July 12, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Bid Submittal:

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

For PDF documents "Bid 23-233 – Title of Document"

For Excel Bid Sheets "Bid 23-233 – Bid Sheet"

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

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

STATEMENT OF NO BID

If you do not intend to submit a bid, please complete the information below and return to the Procurement Division via fax or e-mail. If returning by mail, please be sure the bid number and title are clearly marked on the front of the envelope.

- ☐ Insufficient time to respond
- ☐ Do not offer this product
- ☐ Specifications unclear
- ☐ Specifications too restrictive
- ☐ Unable to meet specifications
- ☐ Unable to meet bond/insurance requirements
- ☐ Schedule would not permit us to perform
- ☐ Other (please specify): _____

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

Bidder Instructions

(To ensure acceptance of the bid, follow these instructions)

Bid Documents Must Be Delivered to The Procurement Division Prior to 2:00 p.m. On The Date Specified. There Will Be No Exceptions.

1. **Execution of Bid**: Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in black ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **No Bid**: Bidders not interested in submitting a bid should return a “no bid,” with an indication of the reason for no bid and the interest in future bid solicitations.
3. **Bid Opening**: It is the responsibility of the bidder to assure that their bid is delivered or submitted electronically at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. If multiple bids are submitted by the same vendor, Procurement will only open the most recently dated submittal. Bids, which for any reason are not so delivered, will not be considered. **Bid Submittal Forms Using Facsimile or Email Will Not Be Accepted.**

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

   Should the Procurement Director reject all bids, before the recommendation of award or 30 days after bid opening, and concurrently provide notice of the County’s intent to reissue the bid, the rejected bids will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued bid or until the County withdraws the reissued bid. The bid is not exempt for longer than12 months after the notice of rejection of all bids.

4. **County as Gatekeeper of Documents**: This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the bidder should not rely on such sources for information regarding the solicitation.
5. **Taxes**: Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of the bid.
6. **Discounts**: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
7. **Mistakes**: Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **Invoicing and Payment**: The successful bidder shall submit an invoice to the County at the prices bid. **An original invoice shall be submitted to the appropriate User Division.** The bidder shall include the bid number and/or the purchase order number on all invoices. By submitting an invoice, Bidder'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 Bidders performance of the Service or the County's acceptance of any work.
9. **Conflict of Interest**: All bidders must disclose, with their bid, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all bidders must disclose the name of any County employee

who owns, directly or indirectly, any interest of any amount in the bidder's firms or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

10. **Warranty**: Unless otherwise specified, the bidder agrees that the goods furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable goods, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.
11. **Addendum**: Any changes in the bid shall be made in the form of a written addendum by the Procurement Director or his representative. No other person shall be authorized to make changes verbally or in writing. If an addendum is issued, the addendum sheet should be signed and submitted with your bid submittal.
12. **Liability**: The vendor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **Patents and Royalties**: The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process or article manufactured or used in the performance of the bid, including its use by the County. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
14. **Cone of Silence**: Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Bid with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Bid and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for

disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid that the County may issue in the future.

15. **Bid Protest**: Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

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

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

16. **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 Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor 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 Vendor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees; provided, however, that Vendor 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.

17. **Public Entity**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they have complied with said statute.
18. **Preference for Drug Free Workplace**: Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **Sealed Bids**: All bid submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Bid, Please Do Not Include More Than One Bid Submittal Per Envelope.)** The original bid submittal(s) shall be submitted on the forms provided by Polk County. All bids are subject to the conditions herein; failure to comply will subject bid to rejection.
20. **Prices, Terms and Payment**: Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within Polk County. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
21. **Safety Standards**: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of

Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).

22. **Packaging**: All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
23. **Meets Specifications**: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
24. **Silence of Specifications**: The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
25. **Governmental Restrictions**: In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid prior to delivery, it shall be the responsibility of the supplier to notify the Procurement Division at once. Their letter shall indicate the specific regulation, which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the County.
26. **Toxic Substances: Notice of successful vendor(s) to provide to Polk County toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.**
    a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet(s), herein referred to as MSDS, which to the best of the manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available

to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the County with the revised information as it becomes available to the manufacturer, importer or distributor.

b. Failure to provide the MSDS, when applicable, shall be cause for rejection of bid.

27. **Inspection, Acceptance and Title**: Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the County, unless loss or damage results from negligence by the County.
28. **Samples**: Samples of items, when called for, must be furnished free of expense and may, upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with Procurement for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Procurement Division shall dispose of the samples.
29. **Code of Ethics**: If any bidder 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 bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

General Information

1. **Definitions**:
    - The term "County" means the Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

- The term “Contract” means this bid document, any and all Addenda issued, and the Contractors bid submittal.
- The term “Vendor”, “Contractor” means the successful bidder(s) who executes a contract with the County.

2. **Award(s):** The award of this bid shall be based on criteria as specifically called out in this document. As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
   - Vendor’s evaluation – quality of performance on previous projects.
   - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
   - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
   - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
   - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
   - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
   - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
   - The ability of the bidder to provide future maintenance and service, as required or needed.
   - The number and scope of conditions attached to the bid.
3. **Effective Date:** The date of issuance of a Notice to Commence by the County Procurement Division.
4. **Local Preference**: This clause is omitted intentionally; no local preference will be given when using Federal funds.
5. **Vendor Preference**: This clause is omitted intentionally; no vendor preference will be given when using Federal funds.

6. **Non-Conformance to Bid Conditions**: Goods not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
7. **Assignment**: Any purchase order issued pursuant to this bid and the monies which may become due herein are not assignable except with the prior written approval of the Procurement Director.
8. **Disputes**: In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
9. **Facilities**: The County reserves the right to inspect the bidder's facilities at any time, with prior notice.
10. **Placing of Orders**: The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
11. **Precedence**: Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
12. **Additions/Revisions/Deletions**: Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision or deletion changes the intent of the bid.
13. **Termination/Suspension**: The County may terminate the Contract resulting from this Bid at any time, in whole or in part, in accordance with and subject to the following:
    a. The County may terminate the Contract for the County's convenience by delivering 30 days' prior written notice of termination to the Contractor.
    b. The County may terminate the Contract immediately if the User Division determines that the Contractor is in material default of its Contract obligations,

has notified the Contractor of such default by delivering a Vendor Complaint Form to the Contractor specifically describing the basis of the complaint and the conditions of the Contractor's default, and ten (10) days have passed since the Contractor's receipt of the Vendor Complaint Form without all defaults as described therein having been fully corrected. Notwithstanding anything to the contrary contained herein, the County may terminate the Contract immediately, without notice or any opportunity to cure, if the services rendered for the Contract cause or threaten endangerment to public health, safety or welfare.

c. Upon receipt of any termination notice as described above, the Contractor shall:
   - Immediately discontinue all work unless the County's notice directs otherwise, and
   - Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Contractor may have accumulated or generated in the course of performing the work of the Contract.

d. In the event this Bid and/or the resulting Contract is terminated due to the Contractor's material default which is not cured within the allotted time period as described above, the Procurement Director may also suspend or debar the Contractor in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual. The rights and remedies of the County provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under the Bid and/or the resulting Contract.

14. **Cancellation**: All annual bid obligations shall prevail for at least one hundred eighty (180) days after effective date of the bid, unless bid conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the County. Should the service rendered for any bid

cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the bid immediately.

15. **Price Adjustments**: Any price decrease executed during the Contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the County.
16. **Manufacturer's Names and Approved Equivalents**: Any manufacturer's names, trade names or brand names are for information only and are not intended to limit competition. The bidder may offer any brand for which they are an authorized representative that meets or exceeds the specification for any item(s). If bids/proposals are based on equivalent products, indication should be made on the bid/proposal form of the manufacturer's name and number. Bidders shall submit with their bid/proposal, cuts, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specification(s) and not be considered an exception thereto. Bids/proposals lacking any written indication of intent to bid an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The Procurement Division shall be notified of any proposed changes in the following:
    (i) materials used;
    (ii) manufacturing process; and
    (iii) construction.

    Changes shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Procurement Director.
17. **Plans and Specifications**: The specifications and other bid documents upon which the prices in the vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
18. **Annual Appropriations**: The vendor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be

available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

19. **Price Increases:** The Procurement Director reserves the right to increase/decrease price after the bid has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases/decreases will be determined by the Consumer Price Index (CPI-U) unless otherwise stated in the Special Conditions.
20. **Uncontrollable Forces (Force Majeure)**: Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the

continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

In the event of default by the successful Bidder, the County reserves the right to utilize the next lowest Bidder as the new Awardee when the default occurs within the first term of the bid. Should this occur, the next lowest Bidder will be required to provide the bid items at the prices as noted on their bid submittal.

21. **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.”

22. **Employment Eligibility Verification (E-Verify)**

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

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system;

and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

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

23. **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.
24. **Public Records Law**.

(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:

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

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

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

(iv) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the 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 LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET

25. **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).

26. **No Construction Against Drafter**: The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

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

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401-7671 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency, 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 FEMA.

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. 1251-1387 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency

Management Agency, 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 FEMA.

2. **Debarment and Suspension. (Exhibit "A")**

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

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

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

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

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

Contractors who apply or bid for an award of $100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

4. **Procurement of Recovered Materials.**

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

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

5. **Domestic Preferences for Procurements. (2 CFR §200.322)**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

6. **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.

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

(1) The Contractor agrees to provide the Florida Division of Emergency Management, Polk County, the FEMA 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

8. **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 FEMA pre- approval.

9. **Compliance with Federal Law, Regulations, and Executive Orders**. This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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

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

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

SIGNATURE ACKNOWLEDGEMENT

(Submittal Page)

To Polk County, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tender's final payment to the bidder.

Vendor Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

(Area Code) Telephone Number: _____

Toll Free Number: _____

Email Address: _____

Authorized Signature: _____

Name: _____

Title: _____

This bid may be used by any other Government Agency. [ ] YES [ ] NO [ ] N/A

BIDDERS INCORPORATION INFORMATION

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

DRUG-FREE WORKPLACE FORM

(Submittal Page)

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

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

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

Vendor Signature: _____

Date: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

(Submittal Page)

State of _____

County of _____

_____

being first duly sworn, deposes and says that:

1. He - She is _____ of _____, the Bidder that has submitted the attached Bid;

2. He - She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

_____ (Vendor Signature)

_____ (Title of Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 2023, 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)

INSURANCE REQUIREMENTS

The successful vendor shall purchase and maintain in force during the contract period the insurance as specified below with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category.

- **Commercial General Liability Insurance**: $1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations and Broad Form CG.
- **Comprehensive Automobile Liability Insurance:** $1,000,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.
- **Workers' Compensation Insurance:** statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry).

Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County for Automobile and General Liability policies.

The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County.

An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

Each Certificate of Insurance must list the Certificate Holder as:

Polk County, a political subdivision of the State of Florida
330 W Church St, Room 150
Bartow, FL 33830

Certificates of Insurance for policies requiring additional insured status and/or the waiver of subrogation must include notations that these requirements apply. In addition, the Vendor shall supply to the County copies of the endorsements to verify these requirements.

The Vendor must provide, or cause to be provided, the County with 30 days' prior written notice regarding the cancellation, suspension, or non-renewal of or material change to any policy.

All Certificates of Insurance must be submitted on ACORD 25 forms.

The Vendor must submit updated Certificates of Insurance to the County upon the expiration of or material change to any policy.

INSURANCE

(Submittal Page)

By signing below, the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the bid will provide all insurance coverage as required in this Bid.

The requirements are listed on the previous page and include:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (General policy)
- Polk County will be named as an additional insured for Automobile and General Liability policies
- The general liability and workers' compensation policies shall contain a waiver of subrogation in favor of Polk County Company

Name: _____

Bidder Signature: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐online notarization, this _____ day of _____, 2023, by _____(*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

SPECIAL CONDITIONS

1. Award will be made to all responsive, responsible bidders that meet the qualifications. Bidders must bid on all items in a category to be considered responsive. Bidders are not required to bid on all categories. All bid items should be bid at a fair and reasonable price; failure to do so may cause the bid to be non-responsive. The Procurement Director shall be the sole judge of what is fair and reasonable. The Procurement Director reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the County.
2. **Issuance of Work:** Work will be issued in the following manner:

   The awarded lowest bidder for each category will be contacted first to provide the needed meals. If the awarded lowest bidder is not able to provide all or any of the meals needed, the County will then contact the awarded second lowest bidder to provide meals needed. If the awarded second lowest is not able to provide the meals needed, the County will then contact the awarded third lowest bidder and so on until all meal needs are met.

   If the event is a Warned Event with advanced notice the County shall make every effort to notify the successful Bidder(s) at least forty-eight (48) to seventy-two (72) hours prior to an expected or impending impact.

   If the event is an Unwarned Event with no advanced notice the County shall notify the successful Bidder(s) immediately on impact or as soon as logically practical and to the extent to which operational requirements may be known.

3. The period of performance for this bid is from date of award, through June 30, 2024 (“Termination Date”). If the County provides notice to the Vendor at least 30 days prior to the Termination Date that it has not put in place a new bid for the goods, then this Bid shall remain in effect on a month-to-month basis until terminated by written notice from the County Procurement Division to the Vendor, but not longer than four (4) months following the termination date.
4. **Performance of Work:** The work required under this bid shall be performed by the entity submitting the bid. No subcontracting shall be permitted.

5. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General Information, Item #19.
6. If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the County's website at https://www.polk-county.net/procurement/bids. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.
7. Successful bidder must register in our Vendor Database if you have not already done so. 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.
8. Unit prices bid must include freight F.O.B Destination.
9. Any additions, deletions, or modification similar in cost or material after bid award will need to be signed off by both the user division and the successful vendor. Price for any additions, deletions, or modifications to the bid will be negotiated and agreed upon by both parties. All agreed upon additions, deletions, or modifications will also require the Procurement Director's (or designee) approval. If the addition, deletion, or modification is accepted an amendment to the Bid award will be issued to the successful Bidder.
10. This bid will only be used in the event of a natural disaster. The County may need public assistance from the Federal Emergency Management Administration (FEMA) for reimbursement, therefore all requirements of 2 CFR Ch II. 200.317 through 200.327 and any FEMA Supplemental requirements are applicable to the successful vendor(s) and the successful vendors, subcontractors, subconsultants and material suppliers.
11. **Defaults and Remedies**

    Process. If the Vendor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, 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 Bid documents, then the County, subject to the cure period specified in General Information, Section 13 shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond (if applicable), and engage other vendors 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 Bid 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 FEMA Public Assistance funding caused, directly or indirectly, by the Vendor's default. 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.

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 Bid documents, as described immediately above, any of the following shall constitute the Vendor's material default of the Bid: 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 Bid 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 Bid Documents.

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

QUALIFICATIONS

1. Bidders should provide three (3) references with their submittal in which the bidder has provided catering services as the prime vendor within the past five (5) years. References should contain the following information:
    - Customer name
    - Customer address
    - Customer contact person to include:
        i. Phone number and email address
    - Period of performance (start and end date of the services)
    - Brief description of services provided.
        i. To include (number and type of meals provided, etc.)
2. Bidder must not be debarred, suspended, or in the process of being debarred or suspended with the County, State of Florida, or Federal government. The Bidder must be in good standing with the US Federal Government's System for Award Management (SAM) and be eligible to receive funds from the Federal Emergency Management Agency (FEMA) in accordance with 2 CFR § 200.
3. Bidders should possess a valid Florida Department of Business and Professional Regulation Catering license and a copy should be provided with their submittal.
4. The successful Bidder(s) employees handling food shall follow guidelines and hold current food safety certification from one of the following: ServSafe, National Registry of Food Safety Professional, Prometric, or other certification that meets standards set by the American National Standards Institute, and the Florida Department of Health. A copy of this certification may be requested by the Emergency Management Project Manager at any time prior to award or during the period of performance.

SCOPE OF WORK

Polk County is soliciting bidders to provide meal catering services during emergency and/or disaster events to multiple locations throughout Polk County. The Bidder will provide breakfast, lunch, dinner, and snacks for up to 2,400 meals per day during emergency/disaster events.

When a hurricane or emergency/disaster event are projected or have occurred, the County operates their Emergency Operation Center (EOC) as well as several shelters around the county to accommodate citizens that may need or desire to evacuate their homes. Meals need to be delivered to the locations to feed individuals until the emergency/disaster event has ended. There may be times when a shelter(s) will need to stay open for additional days or weeks until citizens can safely return to their homes, therefore meals will need to be continued until such time. Currently, there are four (4) EOC and shelter locations which may require catering. However, Emergency Management reserves the right to add and/or change locations within Polk County as needed to best serve citizens. The current locations include:

- Polk County Emergency Operation Center (EOC)
    - 1890 Jim Keene Blvd, Winter Haven, Fl. 33880
- Polk County Fire Rescue
    - 1295 Brice Blvd., Bartow, Fl. 33830
- Bartow Special Care Clinic
    - 1255 Brice Blvd., Bartow, Fl. 33830
- WH Stuart Center
    - 1710 Hwy 17 South, Bartow, Fl. 33830

SPECIFICATIONS

Upon an emergency or disaster event, meals will be requested by the County as either buffet-style. Buffet-style meals will consist of large pre-prepared dishes to be served and maintained at the appropriate temperature at the County location.

Bidders must be able to prepare the meals at a separate location and be able to deliver to and serve at the specified locations. All necessary serving utensils (large ladles, tongs, etc.) and equipment (sternos, serving trays, etc.) must be provided by the bidder. The Polk County Emergency Operation Center (EOC) has a warming oven, steam table, and a warming rack which may be used. The other locations have no equipment other than tables/counters available for serving.

As these meals are to be served immediately prior, during, and after an emergency/disaster, the expectation is a quality meal that meets nutritional standards with minimal service levels. Please be aware that the County is not requesting a bid with fine dining in mind, rather a quick, easy, and quality meal for shelter inhabitants and County employees. Please bid accordingly.

Three meals a day are expected to be provided.

Menu Specific Guidelines:

Sample Menu items and Time - Three (3) meals per day:

a) Breakfast 6 a.m. to 8 a.m.: main entree, yogurt, fruit, pastry, orange/apple juice.

b) Lunch 12:00 noon to 2 p.m.: sandwiches, salads, wraps, personal-sized bags of chips (or fruit such as an apple, orange, or banana), dessert (such as cookies or brownies, etc.), and tea.

c) Dinner 6 p.m. to 8 p.m.: main dish, 2 separate side items, bread, dessert, and tea.

Sanitation:

A. The successful Bidder(s) shall meet, at a minimum, federal, state, and local food preparation standards, and governing codes. It shall be the responsibility of the successful Bidder(s) to be cognizant of the appropriate standards and applicable rules for feeding, preparation, and sanitation in the disaster environment.

B. All successful Bidder(s) employees shall be clean, neat, and presentable using appropriate sanitary food preparation standards.

C. The successful Bidder(s) employees handling food shall follow guidelines and hold current food safety certification from one of the following: ServSafe, National Registry of Food Safety Professional, Prometric, or other certification that meets standards set by the American National Standards Institute, and the Florida Department of Health.

Specific Responsibilities: The successful Vendor(s) shall provide the following:

A. Prepare buffet-style meals no longer than twelve (12) hours in advance of serving time or in the case of a shorter perishable period, accommodate the appropriate time constraint whichever is shorter.

B. Store all foods at required standard temperatures during preparation and delivery.

C. Not serve leftover foods, unless authorized by the Emergency Management Project Manager.

D. Provide all sanitary serving dishes, containers, and utensils (disposable) in all feeding operations.

E. Provide a tally of meals served and reconcile with the County representative from the Emergency Operations Center on actual service with a total dollar amount at the conclusion of each operational period but no less every twenty-four (24) hours.

1. Invoice the County for services daily in a firm, fixed amount according to the contract schedule. The invoice shall contain at a minimum, the number of meals served, the location served, and scheduled cost associated with each meal.
2. Provide personnel contact information for twenty-four (24) hour notification purposes ensuring a single point of contact for activation of services.
3. Provide all-inclusive pricing per meal including delivery without any up charge.

Post-Hurricane Impacted Environment Plan:

Please provide a plan detailing your ability to continue to source, prepare, and deliver required meals in a post-hurricane-impact environment. Include plans for extended utility power outages.

BID SHEET

The Bid Sheets(s) for this bid are available on the following FTP site: https://ftp3.polk-county.net, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “Bid 23-233, Catering for Emergency and Disaster Events.zip”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Deviation from the Bid Sheets is strictly prohibited and will not be accepted. The Bid Sheets are locked and you need only enter the per meal cost. The Bid Sheet will automatically calculate the extended cost, therefore you must enter the per meal cost as requested on the Bid Sheets.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Bid 23-233, Catering for Emergency and Disaster Events

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

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

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

3. By entering into the Contract, the 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 the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2023.

ATTEST:	**VENDOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

EXHIBIT "A"

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT “B”

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

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 _____