



April 29, 2026

## REQUEST FOR CONSTRUCTION QUOTATION

### **CQ 26-244, Southwest Regional Wastewater Treatment Facility (SWRWWTF) Perimeter Precast Concrete Fence Wall**

Polk County, a political subdivision of the State of Florida, hereby gives notice of sealed Request for Construction Quote (RFCQ) for providing all labor, material, permitting and supervision required to remove the existing chain-link fence and fabricate and install pre-cast concrete perimeter wall at the SWRWWTF (2000 4<sup>th</sup> Street, Mulberry, FL 33860). The RFCQ will be received in the Procurement Division prior to 2:00 p.m., Wednesday, May 20, 2026, to be opened immediately thereafter and publicly read. Quotations received in the Procurement Division on or after 2:00 p.m., on the receiving date, will not be considered. The County reserves the right to: accept or reject any or all construction quotations; to award the construction quotation in whole or in part; to limit and/or determine the actual services to be included in the construction purchase order. In the event that the County withdraws this construction quotation, or the County does not proceed for any reason, the County shall have no liability to any firm.

**A MANDATORY** pre-quote meeting/site visit is scheduled for 11:00 a.m., Tuesday, May 5, 2026, at SWRWWTF, 2000 4<sup>th</sup> Street, Mulberry, FL 33860. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

To receive a copy of the specifications please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "CQ 26-244, Quote Attachments", select "Open" or "Save As" to download the drawings and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Jason Flucker-Williams at [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov).

Questions regarding this construction quotation should be in writing and should reference the above quotation number. Submit all questions to Jason Flucker-Williams, Procurement Analyst, via e-mail to [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov). The question deadline is Friday, May 8, 2026, prior to 2:00 p.m.

## QUOTE SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

<b>Sealed Quote. DO NOT OPEN</b>	
<b>Sealed Bid Number</b>	26-244
<b>Bid Title</b>	<b>SWRWWTF Perimeter Precast Concrete Fence Wall</b>
<b>Due Date/Time:</b>	May 20, 2026, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	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 Quote 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 [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov) 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 (if applicable). Please use the naming conventions for your files as follows:

For PDF documents “CQ 26-244 – Title of Document”

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](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Jason Flucker-Williams at [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov)

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

## General Conditions

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

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

Should the Procurement Director reject all quotes, before the recommendation of award or 30 days after bid opening and concurrently provide notice of the County's

intent to reissue the quote, the rejected quotes will remain exempt from Florida Statute 119.07 until such time as the County provides notice of recommendation of award of the reissued RFCQ or until the County withdraws the reissued RFCQ. The RFCQ is not exempt for longer than 12 months after the notice of rejection of all quotes.

4. **COUNTY AS GATEKEEPER OF DOCUMENTS:** This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the Contractor to determine issuance of documents directly with the Procurement Division. The County is not responsible for any solicitations issued through subscribers, publications, or other sources not connected with the County and the Contractor should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Contractors are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this quote.
6. **BUSINESS TAX RECEIPT:** Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful vendors.
7. **DISCOUNTS:** Contractors may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for quote evaluation purposes. Contractors are encouraged to reflect cash discounts in the unit prices quoted.
8. **MISTAKES:** Contractors are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. Failure to do so will be at Contractor's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by Contractor to any quote entry must be initialed by the person who signs the quote.
9. **INVOICING AND PAYMENT:** The successful Contractor shall submit an invoice to the County at the prices quoted. An original invoice shall be submitted to the appropriate User Division at their drawer number, P.O. Box 9005, Bartow, Florida 33831. The Contractor shall include the quote number and/or the purchase order number on all invoices. The contractor's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate County Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Vendors performance of the Service or the County's acceptance of any work.
10. **CONFLICT OF INTEREST:** All Contractors must disclose, with their quote, the name of any officer, director or agent who is also an employee of the County or any of their agencies. Furthermore, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest of any amount in the

Contractor's firms or any of their branches. Award of this quote shall be subject to the provisions of Chapter 112, Florida Statutes.

11. **WARRANTY:** Unless otherwise specified, the Contractor agrees that the services furnished under this quote shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this quote.
12. **ADDENDUM:** If it becomes necessary to revise or amend any part of this quote, an addendum will be issued and will be posted on the County's website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a quote
13. **LIABILITY:** The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind in the performance of this quote and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
14. **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this quote. If the Contractor uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the quote prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
15. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Quote with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Quote and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this bid and for bids or contracts to be awarded pursuant to RFPs, or Requests for Bid or Quote that the County may issue in the future.
16. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All bidders who bid will be sent a Notice of Recommended Award, unless only one bid was received.

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

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

17. **INDEMNIFICATION:** Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys’ fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor’s performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County’s sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.
18. **PUBLIC ENTITY:** The Contractor declares and warrants that neither the Contractor nor any of the Contractor’s affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.
19. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more quotes, which are equal with respect to price, quality and service, are received, preference shall be given to a quote 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 provided upon request by the Procurement Division.
20. **SEALED QUOTES:** All quote submittals must be completed and submitted either in a sealed parcel or submitted electronically. **(If Submitting a Sealed Parcel Quote, Please Do Not Include More Than One Quote Submittal Per Envelope.)** The original quote submittal(s) shall be submitted on the forms provided by Polk County. All quotes are subject to the conditions herein; failure to comply will subject quotes to rejection.
21. **NON-CONFORMANCE TO QUOTE CONDITIONS:** Services not delivered as per delivery date in quote and purchase order may result in Contractor being found in

default, in which event any and all re-procurement costs may be charged against the defaulting Contractor. This non-conformance to quote conditions may result in immediate cancellation of the purchase order.

22. **Prices, Terms and Payment:** Firm prices shall be quoted 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 quoted shall be firm for forty-five (45) days.
23. **Safety Standards:** Unless otherwise stipulated in the quote, 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).
24. **Meets Specifications:** It is understood and agreed that any item offered or shipped as a result of this quote shall be new (current model at the time of this quote) unless otherwise specified in the specifications. The contractor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Contractor shall strictly adhere to delivery specifications.
25. **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.
26. **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 quote 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.
27. **ASSIGNMENT:** Any purchase order issued pursuant to this quote and the monies which may become due herein is not assignable except with the prior written approval of the Procurement Director.
28. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the Procurement Director shall be final and binding on both parties.
29. **FACILITIES:** The County reserves the right to inspect the Contractor's facilities at any time, with prior notice.
30. **PLACING OF ORDERS:** The award of this quote does not constitute an order. Before any services can be performed, the successful Contractor must receive a written Notice to Proceed with an agreed upon start date.

31. **PRECEDENCE:** Any requirement set forth in any section of the quote documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
32. **CANCELLATION:** All quote obligations shall prevail for at least one hundred eighty (180) days after effective date of the quote, unless quote conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this quote in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any quote after reasonable written notice to the successful Contractor should the service not be in the best interest of the County. Should the service rendered for any quote cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the quote immediately.
33. **PLANS AND SPECIFICATIONS:** The specifications and other quote documents upon which the prices in the Contractor's quote proposal are based on are hereby made a part of the purchase order by reference thereto.
34. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend the award of this quote, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director will notify the Contractor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.
  - a. If the User Division determines that the performance of the Contractor does not comply with the quote requirements, the division may:
  - b. Immediately suspend the work; and
  - c. Notify the Contractor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
35. **PROHIBITION AGAINST CONSIDERING VENDOR INTERESTS:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.
36. **LOCAL PREFERENCE:** When sealed construction quotations (\$50,000 to \$200,000) are received, and the lowest price is offered by an entity located outside of Polk County, and the next lowest price is offered by an entity located in Polk County, and is within 2% of the lowest price offered, then the Polk County entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the Polk County entity will be awarded the construction quote if the Polk County entity is otherwise fully qualified and meets all county requirements.

For purposes of this provision the term "Polk County entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located, and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the

boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

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

This policy does not apply if this quote qualifies as a Sheltered Market quote.

37. **VENDOR PREFERENCE:** When sealed construction quotations (\$50,000 to \$200,000) are received, and the lowest price is offered by a non-women or minority owned entity located outside of Polk County, and a price is offered by a women or minority owned entity that is within 2% of the lowest price offered, then the women or minority owned entity shall be given the opportunity to match the lowest price offered, and if agreement to match the lowest price is reached, the women or minority owned entity will be awarded the quote if the women or minority owned entity is otherwise fully qualified and meets all county requirements.

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

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

This policy in no way supersedes the Local Preference Policy.

This policy does not apply if this quote qualifies as a Sheltered Market quote.

38. **CODE OF ETHICS:** If any contractor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this construction quote, such contractor may be disqualified from performing the work described in this construction quote or from furnishing the goods or services for which the construction quote is submitted and shall be further disqualified from quoting on any future construction quotes for work, goods, or services for the County.

39. **ANNUAL APPROPRIATIONS:** The Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement 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.

40. **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, riots, 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.

41. **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.”

42. **Employee Eligibility Verification (E-VERIFY)**

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

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

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

43. **CONE OF SILENCE:** Bidders and any prospective bidders shall not contact, communicate with or discuss any matter relating in any way to this Quote with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated in the Procurement Division. This prohibition begins with the issuance of the Quote and ends upon award or execution of the final contract. Any such communication initiated by a bidder or prospective bidder shall be grounds for disqualifying the offender from consideration for an award pursuant to this quote and for quotes, bids or contracts to be awarded pursuant to RFPs, or Requests for Bid or Quotes that the County may issue in the future.
44. **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.

**45. PUBLIC RECORD LAWS**

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY**

**330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7670  
EMAIL: RMLO@POLKFL.GOV**

**46. 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 Iran Terrorism Sectors 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).

**47. 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.

## INSURANCE REQUIREMENTS

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

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

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

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

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

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

The successful Contractor/Bidder/Vendor shall purchase and maintain in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated “A VIII” or better by A.M. Best. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work performed for Polk County. The additional insured requirement applies to both general liability and automobile liability coverage. The certificate holder is Polk County, a political subdivision of the State of Florida, 330 West Church Street, Bartow, Florida 33830. The successful Contractor/Bidder/Vendor shall provide evidence of statutory workers’ compensation insurance coverage, unless the successful Contractor/Bidder/Vendor is covered by workers’ compensation under Federal Law. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers’ compensation law must provide either a workers’ compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). The general liability and worker’s compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

### **Bidders Incorporation Information**

(Submittal Page)

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

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

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

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

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

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

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

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

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

Type of Organization (select one type)

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

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

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

**QUOTE SHEET (Submittal Page)**

**QUOTATION PRICE \$** \_\_\_\_\_

(In accordance with the requirements specified in the quote package.)

Written Amount (Spell Out) \_\_\_\_\_

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

(Typed or printed: Firm, Corporation, Business or Individual)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Printed Name and Title of Signer)

\_\_\_\_\_  
Address

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

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

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

**STATEMENT OF NO QUOTE**

If submitting a "NO QUOTE", Contractor shall return this form to The Polk County Board of County Commissioners Procurement Division, ATTN: Jason Flucker-Williams, 330 West Church Street, Bartow, Florida 33830; via email to [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov).

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

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

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

Company Name: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**Affidavit Certification Immigration Laws**

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

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

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

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

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

Title: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

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

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

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

### EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

**PROJECT NAME:** CQ 26-244 SWRWWTF Perimeter Precast Concrete Wall

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor 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 Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the 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 \_\_\_\_\_, 202\_\_.

**ATTEST:**

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

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

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

**CONTRACTOR:**

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

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

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

## PROJECT INFORMATION

<b>Location:</b>	2000 4 <sup>th</sup> Street, Mulberry, FL 33860
<b>Estimated Cost:</b>	\$175,000.00
<b>Time to Complete Project:</b>	60 Calendar days
<b>Public Construction Bond:</b>	Is not required for this project.
<b>Liquidated Damages:</b>	\$100 per day

## SPECIAL CONDITIONS

1. **Basis of Award:** Award will be made to the lowest responsive, responsible Contractor meeting qualifications and specifications. All prices must be bid at a fair and reasonable price. The Procurement Director shall be the sole judge of what is fair and reasonable. 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. **Performance of Work:** The work required under this quote shall be performed by the entity submitting the bid. All forming, casting, curing, and finishing must be completed by the vendor at their own facility.
3. Working hours shall be during normal business days/hours which are generally described as Monday – Friday from 7:00 a.m. – 5:00 p.m. with the exception of County holidays. The Contractor may request County approval (written) consideration for after-hour work and during weekends should inclement weather impede their construction progress. No work is allowed after dusk or prior to 7 a.m. on any occasion. No additional compensation shall be considered should the Contractor deem it necessary to work after normal business days/hours and/or over the weekends. The County will not be available for inspections or testing services beyond the normal business days/hours.
4. Price shall include mobilizations for all work to be performed.
5. Commence the Work within 15 days upon receipt of a purchase order, notice to proceed letter and attendance of a mandatory preconstruction conference.
6. The Contractor shall identify a competent Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site. Any changes to the PSM must be approved by the County Project Manager prior to the change being made. At a minimum, Contractor must provide a copy of the proposed PSM's resumé. The County Project Manager reserves the right to reject a proposed PSM.
7. Loud music or offensive behavior is prohibited.
8. Payment will be by single invoice after final completion of the work. All product data, warranties, and lien releases must be included with the request for payment. As previously stated, permit fees will be separately invoiced and reimbursed at cost upon receipt by the County. Permit fees should not be included in quote price.

9. Bidders may attend Bid Opening in person or via conference call by calling the conference bridge phone number (646) 931-3860 and enter Meeting ID: 865 0498 1831. A listing of all bidders will be posted to Procurement's website as soon as possible after bid opening.

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

## **QUALIFICATIONS**

1. Vendor must have been in business under the same FEIN number for past two (2) years. Evidence should be submitted with the bid submittal.
2. Vendor must self-perform all manufacturing, fabrication and installation of the precast concrete wall components.
3. Vendor must hold a current Structural Pre-stressed, Precast Concrete Work Specialty License, a Certified Building Contractors (CBC) License, or a General Contractors (GC) License.
4. Vendor must provide five (5) references from clients in which the bidder has manufactured, fabricated and installed a precast concrete wall in similar size and scope as the prime vendor, within the past five (5) years. Each reference should include:
  - a. Name of the client
  - b. Address of the client
  - c. Contact person to include
    - i. Phone number and email address
  - d. Project start date and end date.
  - e. Brief description of the services provided.
5. Resumé of Project Site Manager who will be on site throughout the project.

All information requested in the Qualifications should be submitted with the quote or must be provided within three (3) business days upon request and prior to award.

## SCOPE OF WORK

Provide all labor, equipment, material, and supervision required to engineer, permit, fabricate and install a new 8' high perimeter precast concrete barrier wall/fence in accordance with the plans and specifications provided herein. The work includes, but is not limited to, removing select portions of an existing chain-link fence and replacing it with a new pre-cast concrete perimeter wall.

**Supervision:** Full time supervision is required by the prime bidder's workforce when workers are present at the project site.

**Housekeeping:** Daily site clean-up is required. No exceptions.

**Workmanship:** All work shall be performed in a high-quality workmanship manner.

**Entrance/Roadways:** Facility entrance and roadways shall remain open during the project and shall not interfere with County operations. Do not over-encumber the site with material staging and work areas. Staging areas have been identified on the project plans.

**Field Verification:** Bidders shall field verify all site conditions, access restrictions, site measurements, dimensions, limited parking and staging area designations, right-of-way permitting and MOT requirements prior to submitting a quote.

**Single Phased Project:** All work shall be completed in one continuous phase. Existing fence shall not be removed until new precast wall panel is prepped to be installed in its place.

**Debris:** The Contractor shall provide construction debris containers. Collect, haul, and pay for disposal of all construction debris.

**Safety:** The Contractor shall provide a site-specific safety plan (SSSP) for the overall project prior to work commencement which shall comply with all safety/OSHA requirements.

**Protection:** The Contractor shall protect all adjacent work areas to ensure they are protected and not damaged during the performance of the work.

**Mobilization:** Price shall include mobilizations for all work to be performed.

**Engineering/Permitting:** provide engineering and permitting.

### Survey:

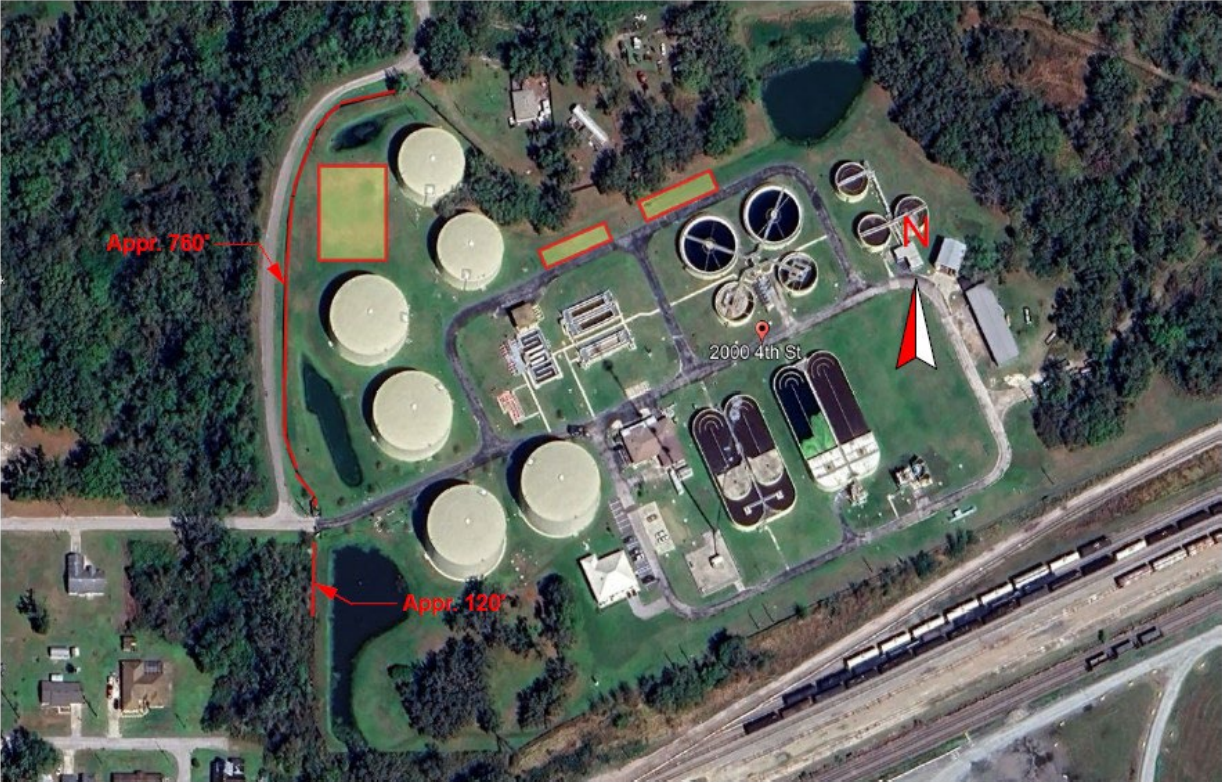
1. Installation of new wall shall include contractors' verification of wall placement on County property and ensure that wall panels, columns, etc. are installed in a true line and elevation wherever possible. Vendor shall limit variations of wall panel/column height elevations.
2. Contractor shall adjust for any UG utility lines nearby the work area and/or any UG utility lines that pass beneath the new precast wall panels, piers, locations, etc.

**General Conditions:**

1. Site Restoration: The contractor shall restore/repair the site to its original condition. This requirement applies to all areas that are touched by the Contractor inclusive of adjacent surfaces such as the roof, walls, doors, etc.
2. Meetings: Attend all required preconstruction permit and project progress meetings as required by the local AHJ's and Polk County.
3. Temporary Facilities: Bidder shall provide temporary toilets. Contractor shall coordinate and pay for temporary water. Storage containers for tools and materials are to be provided by the contractor.



**Google Earth Image of Utilities Plant with yellow Outline of Proposed New Pre-cast Concrete Wall Location (Not to Scale)**





## **SPECIFICATIONS**

To receive a copy of the drawings and technical specifications please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "CQ 26-244, Quote Attachments", select "Open" or "Save As" to download the drawings and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Jason Flucker-Williams, [jasonfluckerwilliams@polkfl.gov](mailto:jasonfluckerwilliams@polkfl.gov).

**CERTIFICATE OF COMPLETION FOR CONSTRUCTION QUOTES**

CQ Number: 26-244

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

The Work to which this certificate applies has been inspected by the authorized representatives of the County and the Contractor; and that Work is hereby declared to be finally complete in accordance with the CQ Purchase Order. This Certificate of Completion applies to all Work under the CQ Purchase Order.

This certificate constitutes acceptance of Work as specified and intended on the CQ Purchase Order. Signatories agree that the project is finally complete as of the date of signature.

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

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

(Authorized Signature)

\_\_\_\_\_

(Typed Name & Title)

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

County Division: \_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Typed Name & Title)