Fran McAskill
Director
Procurement Division

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October 29, 2026

REQUEST FOR CONSTRUCTION QUOTATION

CQ 26-442, Administration Building, Jury & Property Appraiser Parking Lots (Striping and Sealcoat)

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, equipment and supervision required to seal coat, re-stripe and paint the existing parking lot configurations at the Polk County administration building and jury parking lots, and re-stripe and paint the existing parking lot configurations at the Polk County Property Appraiser. The RFCQ will be received in the Procurement Division prior to 2:00 p.m., Wednesday, November 25, 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 1:00 p.m., Tuesday, November 10, 2026, at the Procurement Conference Room, 330 W. Church St., Room 150, Bartow, FL 33830. 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. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's bid will be considered non-responsive.

To receive a copy of the additional specifications and maps 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 26-442, Quote Attachments", select "Open" or "Save As" to download the maps and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Colin Burke at colinburke@polkfl.gov.

Questions regarding this construction quotation should be in writing and should reference the above quotation number. Submit all questions to Colin Burke Procurement Analyst, via e-mail to colinburke@polkfl.gov. The question deadline is Friday, November 13, 2026, prior to 12:00 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.

Sealed Quote. DO NOT OPEN	
Sealed Bid Number	26-442
Bid Title	Administration Building, Jury & Property Appraiser Parking Lots (Striping and Sealcoat)
Due Date/Time:	November 25, 2026, 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 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 colinburke@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 26-442 – 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. If you need assistance accessing this website due to ADA or any other reason, please email Colin Burke at colinburke@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 than12 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 subscriber, 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 bid, 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 bid.

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 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.

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. **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.

21. **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.

22. **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.
23. **FACILITIES**: The County reserves the right to inspect the Contractor's facilities at any time, with prior notice.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.
30. **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.

31. **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.

32. **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.

33. **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 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.

34. **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.

35. **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."

36. **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.

37. **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.

38. **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.

39. **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

40. **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 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 Terrorism Sectors 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).

41. **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)

	ITEM	PRICE
A	Blue Parking Lot (Jury - W. Church St) Striping and Sealcoat	$
B	Red Parking Lot (Admin. Building - W. Boulevard Ave) Striping and Sealcoat	$
C	Green Parking Lot (Admin. Building - N. Mill Ave) Striping and Sealcoat	$
D	Yellow Parking Lot (Admin. Building - N. Mill Avenue) Striping and Sealcoat	$
E	Property Appraiser Lot (N. Wilson Ave) Striping only	$
	"Basis of Award" Total (Item A+B+C+D+E)	$

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: Colin Burke, 330 West Church Street, Bartow, Florida 33830; via email to colinburke@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)

_____

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: _____

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:	**CONTRACTOR:**
By: _____	By: _____
PRINTED NAME: _____	PRINTED NAME: _____
Its: _____	Its: _____

PROJECT INFORMATION

Location:	255 N. Broadway Ave, Bartow, FL 33830
	255 N. Wilson Ave, Bartow, FL 33830
Estimated Cost:	$140,000.00
Time to Complete Project:	45 Calendar days
Public Construction Bond:	Is not required for this project.
Liquidated Damages:	$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 bid shall be performed by the entity submitting the bid. No portion of the work required under this quote may be performed by subcontractors.
3. Working hours shall be from 6:00 p.m. to 5:00 a.m., Monday through Friday, and at any time on Saturday and Sunday, except for County holidays. No additional compensation shall be provided for work performed during these hours, or on weekends.
4. Price shall include mobilizations for all work to be performed.
5. Commence the Work within 10 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 site superintendent or foreman who shall be responsible for the overall management of the project and shall represent the Contractor on the site. Any changes to the superintendent or foreman 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 superintendent of foreman's resumé. The County Project Manager reserves the right to reject a proposed superintendent or foreman.
7. Loud music or offensive behavior is prohibited.
8. All product data, warranties, and lien releases must be included with the request for payment.
9. Bidders may attend Bid Opening in person or via Zoom call by calling the phone number +1(305) 224-1968 and enter Meeting ID: 865 0498 1831 or by https://us02web.zoom.us/j/86504981831. 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 provide three (3) references from clients in which the bidder has performed similar size and scope services 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.
        i. To include square footage.
3. 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 vendor.
4. Vendors shall have competent site superintendent or foreman with at least two (2) years of experience, who shall be responsible for the overall management of the project and shall represent the vendors on the site. Vendors must provide a copy of the proposed superintendent of foreman's resumé. Resumé shall include employee name, years of experience, years with company and a list of five (5) successfully completed projects similar in size and scope in the past two years.

SCOPE OF WORK

Site Access

Prior to the award of this bid and execution of the contract, the only access to the site will be at the mandatory pre-bid followed by the mandatory site visit. There will be no other visits allowed. Following the site visit all related questions must be submitted in writing to colinburke@polkfl.gov for a formal response to all prospective bidders. All conflicts and request for clarification shall be submitted no later than Question deadline as set in the general conditions.

Project Scope

Furnish all labor, materials, supervision, and equipment necessary to re-stripe and paint the existing parking lot configurations at the Polk County administration building and jury parking lots, and re-stripe and paint the existing parking lot configurations at the Polk County Property Appraiser.

Seal Coat – All asphalt surfaces will be thoroughly cleaned using walk-behind blowers, backpack blowers, steel brooms, and or a power broom tractor as needed. The pavement will be cleared of all loose dirt, dust, sand, vegetation, and debris to ensure proper adhesion of the sealer.

Striping – Layout and paint all line stripes and symbols in the designated project area. Using an FDOT certified traffic paint and thermoplastic. Painting includes regular parking stalls, handicap parking stall, 6” white stripes, painting of wheel stops, replace of wheel stops, painting of yellow curb paint and painting of gate and some thermoplastic.

Quantities – All approximate quantities are shown in the maps which includes sealcoat, striping, painting and some minor asphalt repair.

SPECIFICATIONS

1. Except as amended in the Quote document or otherwise directed by the Facilities Management Division, all work shall conform to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; the Manual of Uniform Traffic Control Devices; the ADA Standards for Accessible Design; the Florida Building Code; and applicable federal, state and local regulations, statutes, codes, etc., all current editions.
2. No work shall be performed under the provisions of this quote on any properties outside the limits of the project area without prior written permission of the lawfully affected landowner. Any such permission shall be obtained by the Contractor(s) and shall identify the provisions under which such work is to be performed, and written permission obtained shall be provided to the County Project Manager prior to the associated work being performed. The Contractor(s) shall not be compensated for any work outside the project area and shall hold the County harmless for all liabilities associated with said work outside the project area.

3. DEFINITIONS: The definitions as stated in Section 1-3 of the FDOT Specifications are modified as follows:
    a. The Department or FDOT: Reference is to the County as the owner of the project.
    b. Inspector: The person designated as an agent or representative of the County to perform construction inspection.
    c. The Engineer: This term has the same meaning as “Polk County Project Manager” as defined in the quote document.
    d. The Department’s Acceptance Tests: Tests adopted by the County.
    e. The district and/or Central Labs: The Contractor’s testing subcontractor, as authorized by the County.
    f. The County: Facilities Management Project Manager, Architectural Services Manager, Facilities Management Division Director and/or Deputy County Manager.
    g. The Inspector: The Polk County Project Manager.

4. FDOT Standard Specifications for Roads and Bridge Construction
    a. The current Division II Construction Details and Division III Materials in the FDOT Standard Specifications for Road and Bridge Construction, including all revisions current at the time of the quote, shall apply to this Quote.

b. If any conflicts exist between the specifications prescribed in this Quote document, the more stringent requirement will govern.

5. PROJECT SCHEDULES: The County will require that the Contractor submit phased date/time schedules for the Parking Lot Areas separately due to limiting the amount of disruption for County citizens/employees needing access to the Administration Building and Courthouse. Any phasing in the Project schedule will be coordinated between the County, Courthouse, Facilities Management and the Contractor prior to commencement of work.

6. EMERGENCIES: In the event of an emergency, the Contractor shall immediately notify the County Project Management Representative.

7. SUSPENSION OR STOPPING WORK BY THE CONTRACTOR: The Contractor shall not stop work without the consent of the County Project Manager.
8. MOBILIZATION:
    a. Project Staging Areas: The County shall identify potential staging areas. County Right of Way (ROW) or properties are preferred. Upon completion, the staging areas should be returned to their original condition.
    b. Project Signs: A minimum of 5 working days prior to mobilizing to the project area, the Contractor shall install project signs advising of upcoming works. The Contractor shall be responsible for the maintenance of these signs so long as the Contract is valid. The Contractor shall remove the signs once the project is completed. Specific treatments may require local notifications in addition to the project signs, as indicated under the treatment's technical specification.

9. SITE AND SURFACE PREPARATION:
    a. The Contractor shall be responsible for clipping back parking lot, curbing and sidewalk edges and removing overburden or any other vegetation or debris to ensure that the surfaces are free of organic and deleterious material. The Contractor shall spray all cut back edges with a pre-emergent herbicide before and after treatment, unless otherwise specified under the treatment's specifications.

        The Contractor shall:
            i. Use products as per FDOT Section 7-1.7 Insecticides, Herbicides and Fertilizers.

ii. Ensure that the herbicide carries an approved label for use under paved surfaces, and that herbicide is applied in accordance with directions on the label.
iii. Prevent damage to any adjacent vegetation during herbicide application.
iv. Replace, at no expense to the County, any plants damaged as the result of soil treatment outside designated areas.

b. The Contractor will be responsible for sweeping, blowing, and vacuuming the pavement surfaces ahead of any treatment, and immediately after in the case of seal coat operations, to make sure all surfaces are free of loose aggregate and other debris prior to seal coating. The Contractor shall make every effort to keep the dust to a minimum and ensure that the swept and blown material is not spread onto adjacent shoulders, properties, and sidewalks. Any debris inadvertently spread onto adjacent properties shall be promptly removed to the satisfaction of the County Project Manager.
c. Any manholes and valve cover, inlets and other service entrances, etc., shall be protected by adequate means for the work being done.
d. Additional site and surface preparation requirements may be specified in the treatment's technical specification.
e. There is no separate pay item for Site and Surface Preparation. The cost for this work is incidental to the quote items.

10. MAINTENANCE OF TRAFFIC

a. The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.
b. The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.
c. When needed, temporary striping will be considered as part of Maintenance of Traffic.
d. Depending on the project complexity, the County may require the Contractor submit an MOT plan showing all phases of construction in advance for approval.

e. The Contractor shall have a designated Worksite Traffic Supervisor who shall be adequately certified per FDOT requirements, and responsible for initiating, installing and maintaining all temporary traffic control devices. When needed, the Contractor shall provide dedicated flaggers, adequately certified per FDOT requirements. The Contractor shall provide inspection with the name and contact information of the Worksite Traffic Supervisor prior to beginning any the project and should be able to provide evidence of the MOT personnel certification upon request.
f. If the construction method being employed requires a lane closure longer than a day, it shall not be considered as a moving operation, and the Contractor should submit a Lane Closure Request to the County for approval.

11. EROSION CONTROL: At the instruction of the County Project Manager, the Contractor shall install the indicated temporary erosion control measures.

12. UTILITY COORDINATION: The Contractor shall be responsible for “Sunshine One Call” for the project location.

13. MATERIALS
    a. The Contractor shall provide a schedule of values breakdown to the County Project Management Section for approval prior to work commencement.
    b. Arrangements for storage areas for materials and equipment shall be the responsibility of the Contractor. Before mobilizing or storing any materials or equipment, the Contractor shall identify the onsite areas to be used for storage in writing to the County. The Contractor shall be responsible for restoring all damages to storage areas. Restoration of damage to public right of way, easements, or private properties outside of the work zone area shall be the Contractor’s responsibility.

14. CONTAMINATION: Any equipment that is leaking fuel, lubricant, coolant, hydraulic fluid or any other hazardous material shall immediately be repaired by the Contractor to stop the leak. The Contractor shall immediately contact the County. The Contractor shall clean up and dispose of any leaked fluids according to all applicable laws, ordinances, rules and regulations within 24-hours of occurrence. All repairs, removal, clean-up and/or disposal shall be at no cost to the County.

15. SAFETY

    a. The Contractor is responsible for providing for the safety of all Contractor's or subcontractor's personnel working in the Project Area.
    b. The Contractor is required to comply with Florida Statute (F.S.), Chapter 556, Underground Facility Damage Prevention and Safety Act. The Contractor is responsible for contacting Sunshine State One-Call of Florida, Inc., at 811 or www.callsunshine.com, no less than two (2) business days (48 hours) and no more than 5 business days before beginning any excavation, the Contractor provides notification according to the procedures of the F.S. Chapter 556.
    c. The Contractor is required to comply with OSHA Respirable Crystalline Silica Standard for Construction, 29 CFR 1926.1153.
    d. The Contractor shall provide an OSHA compliant **Site-Specific Safety Plan (SSSP)** for the project for County review and approval prior to work commencement.

16. STRIPING MARKINGS: The materials paint color and consistency (Type 1) and application of the paint lines shall be in accordance with FDOT Design Standard Index No. 17346 and FDOT Standard Specifications for Road and Bridge Construction, current edition Sections 710 and 971. Painted Striping Markings shall be machine applied, do not manually apply. Painted Striping Markings shall be within dimension and alignment tolerances specified by the County Project Manager. The Contractor shall include the striping quantities assuming they will restripe to the existing configuration unless otherwise instructed. The Contractor will include these quantities for traffic paint. Once a Notice to Proceed is given, the County Project Manager will indicate, if any minor changes to the striping will be done. Temporary Striping shall be considered as part of the MOT.
    a. COLORS: Federal Standard 595 (current revision) or MUTCD Color Specifications (23 CFR 655)
        White: Federal Standard 595 Color FS 37875
        Yellow: Federal Standard 595 Color FS 33538 or MUTCD Spec Pantone 116
        Blue: Federal Standard 595 Color FS 15180 or MUTCD Spec Pantone 294
        Black: Federal Standard 595 Color FS 37038

17. WORK AREA CLEAN-UP REQUIREMENTS

a. During the progress of the work daily, the Contractor shall keep the premises and maintained travel lanes free from accumulations of waste, discarded or surplus material, rubbish and other debris or contamination resulting from the work.
b. Following completion of the work, Contractor shall remove all waste material, rubbish, debris, tools, construction equipment, machinery, and surplus material from public rights-of-way, easements, and private properties. The Contractor shall leave the site clean and ready for occupancy by the County at final completion of the work.

18. WORK STOPPAGE: From time to time, it may be necessary for the Contractor to stop a portion of the work or all work to accommodate a civic function. If the Contractor will be required to stop work, the County Project Management Section shall notify the Contractor a minimum of five (5) Working Days before any requested work stoppage. Following resuming work, the Contractor and the County Project Manager shall agree to and document the number of additional days to be added to the project completion time to accommodate the requested work stoppage.

19. The Resolution Authority for this quote shall be:
    a. Facilities Management Project Manager
    b. Facilities Management Division Director
    c. Polk County Deputy County Manager

20. INVOICES: After quote award, and prior to submitting an invoice, the Contractor shall provide a schedule of values (SOV) cost breakdown to the County. The agreed upon/approved schedule of values shall not exceed the lump sum quote amount and shall be used to judge the work completion percentage upon commencement of progress payments, etc. Invoices may be submitted by email to the Project Manager.

21. WARRANTY: The Contractor shall warranty against all defects in material and workmanship for a period of one year after acceptance, unless otherwise indicated in the treatment’s technical specification.

22. GENERAL:
    a. Provide all required debris dumpsters and hauling vehicles to manage demolition and construction activity in a clean, orderly, and efficient manner during the project.
    b. Re-Stripe entire parking lot area with the existing layout.

c. Striping and markings material, color, and dimensions shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction; the Florida Department of Transportation Roadway and Traffic Design Standards; the Manual of Uniform Traffic Control Devices; the ADA Standards for Accessible Design; the Florida Building Code; Polk County Land Development Code and applicable federal, state and local regulations, statutes, codes, etc., all current editions.
d. The Contractor shall protect all adjacent work areas to ensure they are protected and not damaged during the performance of the Work inclusive of buildings, foundations, landscaping, sod, or any other finished areas. The Contractor shall be responsible for repairs to any existing in-place work that may become damaged during the project.
e. Protect all existing walkways and grassy areas that are to remain. All main walkways are to remain open for employees and public to enter and leave the building.
f. The Contractor shall be responsible for removal and disposal of all debris.
g. Provide and maintain all required temporary restroom facilities by OHSA standards.
h. All work to be performed to OSHA safety standards.
i. Attend all required preconstruction and project progress meetings as required by the local authority having jurisdiction and Polk County.
j. Contractor will be responsible for ensuring cleaning daily and provide final cleaning upon completion of the work.
k. County will provide temporary water and power during work. (If needed or Contractor provide a backup generator
l. Contractors shall be responsible for field verifying all measurements and quantities prior to submitting their quote. No exceptions
m. Job site signs will not be allowed.

Submittals and Product Data:

The successful vendor must provide the following:

- Product data for seal coat **(Product Data 102-08)**
- Paint submittal per FDOT
- Project schedule
- Schedule of values breakdown

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 procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “CQ 26-442, 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 Colin Burke, colinburke@polkfl.gov.

PERMITS

CERTIFICATE OF COMPLETION FOR CONSTRUCTION QUOTES

CQ Number: __26-442_____

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)