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PO Box 9005 • Drawer AS05
Bartow, Florida 33831-9005



PHONE: 863-534-6757
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www.polk-county.net

PROCUREMENT DIVISION**NOTICE**

June 28, 2023

Polk County, a political subdivision of the State of Florida, requests the submittal of quotes for DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)

Questions regarding this demolition quote should be in writing and should reference the above demolition quote number. Submit all questions to Mike Baselice, Senior Buyer, via email at procurement@polk-county.net or via fax at (863) 534-6789 prior to 10:00 a.m., Monday, July 10, 2023.

Quotations may be faxed to the Procurement Division, (863) 534-6789 or emailed to Mike Baselice at procurement@polk-county.net and must be received prior to 10:00 a.m., Monday, July 17, 2023. Quotations received after the stated date and time will not be considered.

Contractors are encouraged:

- To make a site visit prior to submitting their quote.
- Read the Quote Specifications thoroughly for any *changes* or *special instructions*.
- Read "Attachment A" Supplemental Conditions – Federal Clauses
- Read changes made to the Instructions section, page 2, Item #6, regarding the presence of asbestos material. If there is any asbestos material present only a Contractor holding a State of Florida Asbestos Contractor's license, licensure type CJC may perform the work.
- Read changes made to the Instructions section, pages 9 & 10, Item # 23, adding requirements for Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
- All Section 3 eligible vendors should complete the Section 3 Business Certification found and submit with their quote submittal. (Pages 14 and 15)
- All requirements and deadlines provided in this package must be upheld. Failure to comply may result in suspension as provided within this document and the Procurement Procedures.

INSTRUCTIONS

1. The County shall consider awarding a quote to the Contractor that submits the overall lowest price for demolition services. To obtain a copy of the Asbestos Survey for the DQ 23-473, 2847 Reynolds Road, Bartow demolition project 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 “DQ 23-473, 2847 Reynolds Road - Asbestos Survey”, select “Open” or “Save As” to download the quote documents. If you need assistance accessing this website due to ADA or any other reason, please email Mike Baselice at mikebaselice@polk-county.net.
2. The Procurement Director reserves the right to accept or reject any or all quotes and/or to award on an individual item basis or an overall low, whichever is deemed to be in the best interest of the County.
3. All Contractors shall submit prices on County quotation forms provided in this quote package.
4. Procurement staff will verify licensure and insurance is up to date and meets all requirements prior to award.
5. Any documents not meeting requirements at time of quote submittal must be submitted within five business days after request and prior to award. Failure to provide documentation within the five business days may subject your quote to rejection as non-responsive.
6. When a structure has been deemed NOT to have asbestos material, this quote will only be awarded to a licensed general contractor, licensed building contractor or a demolition contractor holding current certification through the County’s Building Division.
7. **Receiving date is Monday, July 17, 2023, prior to 10:00 a.m.**
8. All prices quoted shall be good for thirty (30) days.
9. If it becomes necessary to revise or amend any part of this quote, an addendum will be issued and will be posted on the County’s website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a quote.
10. **MISTAKES:** Contractors are required to examine the specifications, delivery schedule, quote prices and all instructions pertaining to the requirements of this quote. Failure to do so shall be at Contractor’s risk. No change orders will be granted for failure to fully inspect the entire parcel to accurately quote the project. Any questions regarding work incorporated into project MUST be addressed prior to opening of quote

submittals. Questions shall be directed to the Procurement staff member noted on the cover page of this package.

11. **INDEMNIFICATION:** Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Contractor's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

12. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract, provide any goods or provide any services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public works; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (Florida Statutes Section 287.012(a), (16), Section 287.058, paragraph (2)(a) of Section 287.133). The person signing the Quote Sheet hereby certifies that they have complied with said statute.

13. **TERMINATION/SUSPENSION:** The Procurement Director reserves the right to terminate or suspend a vendor, in whole or in part, when it is in the best interest of the County to do so. The Procurement Director, or their designee, shall notify the vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension. Actions that will cause a vendor to be suspended include, but are not limited to:
 - Quality of work
 - Repeated inspections
 - Not completing jobs within the time given
 - Lack of current insurance on file
 - Vandalism
 - Safety

- Any act of fraud
- Repeated incomplete or incorrect document submissions

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

14. Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Occupational License) in order to do business with the Polk County Board of County Commissioners. Procurement staff will verify that the successful Contractor possesses a valid Business Tax Receipt prior to award.
15. This document and any resulting purchase orders shall be governed in all respects by any applicable Federal laws, the laws of the State of Florida, and any litigation with respect thereto shall be brought only in the Courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.
16. Safety Requirements: The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to: all employees on the project and other persons who may be affected by it; all of the project work; and all materials or equipment to be incorporated, whether in storage on or off the site. The Contractor shall assume all risk of loss for stored equipment or materials, irrespective of whether the Contractor has transferred the title of the stored equipment or materials to the County. Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of demolition shall be the responsibility of the Contractor. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the Polk County Safety and Regulatory Manager, Risk Management Division, (863) 534-5267.

The Contractor is responsible for observing all, DEP and OSHA regulations and shall self-inspect to ensure that this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications; Traffic Work Zone Safety; Personal Protective Equipment; First Aid/CPR; Permit Required Confined Space; and Lock Out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

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

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

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

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

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

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

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

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

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

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

Division. All communications to the Superintendent shall be as binding as if given to the Contractor.

17. Quotes should include pricing for the removal of all structures, slabs, footers, plumbing below grade, any and all septic tanks, and debris, as well as any shrubs, trees, or vegetation in which removal is necessary for the safe demolition of the structure, and any other obstructions associated with the property that fall within the lot dimensions given. Lot should be cleared from all signs of human habitation including any man-made items, unless otherwise specified in the quote package.
18. **PERFORMANCE OF WORK:** All or portions of the work required under this quote may be performed by Subcontractors, exclusive of removal of asbestos containing material, regulated or unregulated. If the successful Contractor plans to use Subcontractor(s) the Contractor must provide a list of **ALL** Subcontractor(s) and the division of work to be performed by each Subcontractor to the Procurement Division for approval **prior to award of the quote**. Proof of insurance and all applicable licensing required to safely perform the scope of work will be required from the Subcontractor(s) prior to the issuance of the Notice to Commence Services. It will be the responsibility of the Prime Contractor to submit this documentation to the Procurement Division after the recap has been issued and prior to award. It is the Prime Contractor's responsibility to inform and provide job specifications to any/all Subcontractor(s) of the job. Any rework required due to negligence or inability of any Subcontractor(s) shall be the responsibility of the Prime Contractor.

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

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

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

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

A delay due to a weather event is defined as an inability to complete any portion of the scope of work due to inclement weather. If the weather prevents outside activity from occurring but the Contractor is able to perform another portion of the scope, a delay is

not justified. The Contractor must request an extension of time to the Completion Date immediately upon the conclusion of the weather event causing the delay. This request may be sent electronically via email.

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

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

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

Items to be submitted in the Closure Package:

- Final Invoice (original)
- Certificate of Completion (original)
- Checklist (from quote document)
- Final closed permits noted under Section 3., Submittal Requirements After Demolition
 - Final Building Permit
 - Final Septic Tank Abandonment Permit
- Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
- Final Unconditional Release of Lien from all Subcontractor(s) (original).
- If the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
- Picture of completed project, date and time stamped

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

19. The Closure Package and all required documentation for this project are to be sent via regular mail or hand-delivered to the following address:
Tanya L. Tucker, Support Manager
Code Enforcement Division
330 W Church St, 1st Floor
Post Office Box 9005, Drawer CS03
Bartow, Florida 33830

20. **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."
21. **Employment Eligibility Verification (E-Verify)**
- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.
- C. 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.
22. **CODE OF ETHICS:** If any vendor violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this quote, such vendor may be disqualified from performing the work described in this quote or from

furnishing the goods or services for which the quote is submitted and shall be further disqualified from quoting on any future quotes for work, goods, or services for the County.

23. ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Sec. 135.38: Section 3 clause

Access HUD regulation 24 CFR part 135 referenced in this section at the following link: https://www.hud.gov/program_offices/field_policy_mgt/section3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701U (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in [24 CFR part 135](#), which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

24. **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.
25. **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.
26. **PUBLIC RECORD LAWS**

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

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

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

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

**27. SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS CERTIFICATION;
TERMINATION.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

28. **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.

29. **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.

SECTION 3 BUSINESS CERTIFICATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby claims the following preference under the Section 3 requirements for the following Polk County, Housing and Neighborhood Development project:

Project Name & Number: _____

Under the penalty of perjury I hereby state:

I, _____ am the _____ of
(Name of owner, officer, representative) (Title)

_____ located at _____,
(Company Name) (Address, City, State, Zip)

whose business concern is

- 51 percent or more owned and managed by qualified Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.
- None of the above.

And, for the project named above, we claim preference in contracting as a Section 3 business in the category listed below:

- Category 1: Business concern that is 51-percent or more owned by residents of the housing development for which the Section 3 covered is expended, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 2: Business concern that is 51-percent or more owned by residents of other Polk County managed housing developments, including scattered sites, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 3: HUD YouthBuild program being carried out within the Polk County.
- Category 4: Business concern that is 51-percent or more owned by Section 3 residents, including residents receiving other HUD housing assistance or who live in low-income households, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 5: Business concerns that subcontract at least 25-percent of the total contract award to Section 3 business concerns (Categories 1-4 above.)

DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)

Section 3 Business Certification Page 2

I agree to provide the following evidence to the Project Manager to support this claim for Section 3 preference.

a) For businesses claiming Section 3 status based on ownership of the firm:

- Copy of the Articles of Incorporation or Articles of Organization
- List of owners/stockholders and percentage (%) ownership of each
- Section 3 Resident Affidavits from owners/officers who qualify as Section 3 residents
- Category 1 and Category 2 only: Evidence of public housing assistance for each Section 3 eligible owner

b) For businesses claiming Section 3 status based on a workforce comprised of at least 30-percent Section 3 residents:

- List of all current full-time employees, their hire dates, and their Section 3 status
- Section 3 Resident Affidavits from all employees for which you are claiming Section 3 status.

c) For businesses claiming Section 3 status based commitment to subcontract 25-percent to Section 3 businesses:

- List of subcontracted Section 3 businesses and subcontract amount
- Evidence that identifies each firm listed as a Section 3 business (i.e., written acknowledgement from Polk County Housing and Neighborhood Development Office or the evidence listed above in paragraphs (a) and (b).)

AFFIANT

I declare under penalty of perjury, that the information provided in this affidavit and all supporting documents are true and correct.

Signature _____

Printed Name _____

Date: _____

STATE OF _____
COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

SPECIFICATIONS

1. The Contractor shall begin work after Notice to Commence Services has been issued by the Procurement Division. Work shall only be authorized Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., excluding County holidays. If the Contractor desires to work outside of the regular hours, a request must be made 48 hours prior to the planned work. The Contractor shall have twenty (20) business days from the date Notice to Commence Services is issued to complete the demolition (Completion Date). All paperwork noted as a part of the Closure Package must be submitted within five (5) business days of the Completion Date stated in the Notice to Commence Services.
2. The Contractor must notify Polk County via email with the specific start day. In all cases, the Contractor is **required** to provide a minimum of twenty-four (24) hours' notice prior to commencement of work. Failure to provide notice may be grounds for suspension.
3. Demolition services must be provided utilizing a "wet demo" method regardless of the presence of hazardous material. If asbestos material is present, a State licensed Asbestos Contractor must perform the work in accordance with established guidelines for the type of material present. **Removal of asbestos containing material must be performed by a contractor holding a State of Florida Contractor's license, licensure type CJC.**
4. Should asbestos be found during demolition when (i) the asbestos survey, if performed, indicates no asbestos is present within the structure, or (ii) an asbestos survey was not required or performed in accordance with applicable federal and state rules and regulations, the Contractor **MUST** immediately stop work and report the finding to the County and this demolition quote shall terminate. The Contractor shall be paid for all work completed prior to the discovery of asbestos. The County shall issue a new demolition quote solicitation to complete the demolition which shall indicate that asbestos material is present within the structure.
5. The Contractor shall be required to submit copies of all DEP Notices for asbestos abatement and demolition activity. Work dates on the notices must reflect actual work dates for in progress inspections. Any changes to notices must be sent in writing to the DEP and the County before work for that specific notice commences.
6. The Contractor shall remove all debris, trash, man-made items, or building material from site. All utility poles, unless they are marked that they are owned by a utility company; or located in a right-of-way, must be removed. All signs of human habitation should be removed at the completion of the demolition.
7. The Contractor is responsible for observing all federal, state, and county environmental regulations associated with the structure(s) being demolished and cleared from the site.

8. The Contractor must pull all necessary permits for the demolition of the structure(s). As of August 25, 2006, demolition permits are also required for mobile homes. Final closed permits must be submitted as part of the Closure Package described in Instructions, Item 25.
9. The Contractor is responsible for utility disconnects. This includes, but is not limited to, capping of wells and abandonment of septic systems. All underground plumbing must be removed. Should the property be within Lakeland city limits, Lakeland Electric will be notified so that they may disconnect the power source.
10. Septic tanks must be crushed and filled; lift stations and raised drain fields shall be removed. If there is a septic tank on premises, the Contractor shall submit a copy of their Septic System Abandonment Permit and the Completion Form that is signed by a Health Department official as instructed on the Checklist with their Closure Package. Chapter 64E-6.011 and 64E-6.019 of the Florida Administrative Code sets the rules for the proper procedure of abandonment of septic tanks.
11. Unless otherwise specified, the Contractor shall remove all structures on the property. This includes the primary structure and secondary structures, such as sheds, garages, doghouses, etc. Any questions regarding structures to be demolished and removed must be addressed prior to the Quote Receiving date and time.
12. The Contractor shall remove all slabs, underground plumbing, pillars and/or footers associated with the structure to be demolished.
13. The Contractor shall remove all fences, except those which divide the property from an adjoining property.
14. Taggable items (such as cars, boats, car trailers, etc.) are not to be removed unless otherwise specified.
15. The Contractor MUST use authorized landfills with scales only in disposing of construction materials associated with the demolition process. Load weight must be printed on scaled landfill ticket. No materials may be buried on site. Should this be found, the Contractor will be subject to suspension as outlined in this solicitation and the Procurement Procedures. Scaled landfill tickets must include the project address and the name of Contractor/Hauler.
16. Unless otherwise noted, the site should be brought to a raked site basis. This shall include bringing in "clean" fill dirt (i.e., no organic matter, debris or large rocks), if necessary. Also, the Contractor shall use fill dirt to level any ruts or machine cuts.
17. All abatements and special considerations associated with the demolition are the responsibility of the Contractor.
18. No area shall remain that retains or detains water at the close of the project.

19. It is the responsibility for the Contractor to dispose of all paint, paint cans, recyclables and household hazardous waste at an authorized landfill. Contractors should not include the disposal costs in their quote. Scaled landfill tickets with the actual cost from an authorized landfill must be submitted within the Contractor's Closure Package in order to be eligible for reimbursement. Labor for removal of hazardous waste should be included in the quote and will not be allowed as an additional charge.
20. Tires must be taken to an authorized tire disposal site. Contractors MUST include scaled landfill tickets for the tires with their Closure Package. This cost will be reimbursed with no markup. List disposal costs as a separate item on the invoice. Labor for tire removal must be included in original quote.
21. The Certificate of Completion is to be executed when the scope of work is complete, all permits have been inspected and finalized by the respective agencies that issued the permits, all Subcontractors have been paid, and unconditional lien releases(s) have been obtained. This shall be the final action required of the Contractor prior to assembly of the Closure Package for submittal to the County.
22. Contractors should not assume that items located on the property while submitting a quote will remain on the property at the time of demolition. The County may not own the property(ies) being demolished; therefore, the property owner may remove items from their property at any time prior to the demolition.
23. Prior to beginning any work, Contractor must verify the property conditions have not changed from the scope of work and pictures provided in this quote package. If the scope and/or pictures differ from the pictures provided in this quote package, Contractor must stop work immediately and notify the Code Enforcement Division by calling Kim Siler at (863) 534-6054. Failure to do so may cause Contractor to be suspended from providing services for the County up to a two (2) year period.
24. If the project site is left unattended, it is the responsibility of the Contractor to secure the site before leaving. This includes, but is not limited to, energized power lines, covering open pools, septic tanks, and holes from excavation.
25. The Contractor MUST email a request for an inspection after the demolition project has been completed to tanyatucker@polk-county.net no later than the Completion Date listed on the Notice to Commence Services. The email must include the DQ #, property address, completion date, Contractor's contact name and phone number and photos of the site after completion of the demolition. Multiple inspections by County personnel after completion deadline may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.

Items that must be included within the Closure Package:

- Final Invoice (original)
- Certificate of Completion (original)
- Checklist (from quote document)
- Final closed permits noted under Section 3., Submittal Requirements After Demolition

- Final Building Permit
 - Final Septic Tank Abandonment Permit
 - Scaled Landfill tickets. Tickets must be completely filled out and include property address. (original)
 - Final Unconditional Release of Lien from all Subcontractor(s) (original)
 - If the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
 - Picture of completed project, date and time stamped
26. Contractors shall **NOT** send individual items into the User Division. **ALL** items listed above **MUST** be submitted together, within five (5) business days of the Completion Date noted in the Notice to Commence Services. Failure to follow these instructions may subject the Contractor to suspension as outlined within this document and the Procurement Procedures.
27. The Contractor is not required to meet any union requirements for this project.
28. This project will be funded by the Community Development Block Grant. In accordance with the federal procurement standards at 2 C.F.R. sections 200.318 through 200.326 the clauses in Attachment “A” are incorporated in this quote, any resulting award with the Contractor, and any resulting agreement between the Contractor and sub-contractors and material suppliers.
29. Exhibit “A”: “Certifications Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters” and Exhibit “B”: “Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying” of Attachment “A” should be submitted with your quote, or must be submitted within three (3) days upon request and prior to award.
30. The Successful Bidder must register in our new Vendor Database if you have not already done so prior to award of this quote. A purchase order cannot be issued to a vendor until they have registered. You may register by going to the following link: <https://www.polk-county.net/procurement/vendor-registration>
Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future bids and quotes.

DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)

Case Number: CMA-2021-1811

Address: 2847 Reynolds Road, Bartow, Florida

PARCEL ID #: 18-30-26-000000-021060

OWNER: Martinez, Joel

Directions from Bartow:

330 W Church St

Bartow, FL 33830

↑ Head east on W Church St toward Mary Reckeweg Way

0.3 mi

↶ Turn left onto N Wilson Ave

0.4 mi

↷ Turn right onto E Van Fleet Dr

0.3 mi

↷ Use the right 2 lanes to turn right onto FL-60 E/E State Rd 60 E/E Van Fleet Dr (signs for Lake Wales/Vero Bch)

i Continue to follow FL-60 E/E State Rd 60 E

4.7 mi

↷ Turn right onto 80 Foot Rd

2.1 mi

↶ Turn left onto Cox Rd

1.1 mi

↷ Turn right onto Reynolds Rd

i Destination will be on the right

0.6 mi

2847 Reynolds Rd

Bartow, FL 33830

DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)

STRUCTURE DESCRIPTIONS:

Double wide Mobile home / White in color

NOTES:

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

Quotes should include all structures, slabs, footers, septic tanks, etc. associated with the property and fall within the lot dimensions given. Lot should be cleared from all signs of human habitation, unless otherwise specified in your quote package. Make sure to quote accordingly and read specifications carefully. There will be no change orders issued for misquotes.

In addition to removing the subject structure(s), remove all incidental debris including tires from the site. The vendor will observe the raked-site standard at the conclusion of the clearance activity. No areas of potential water retention should remain at the conclusion of the clearance activity.

DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)



QUOTE SHEET (SUBMITTAL PAGE)

Quotation Price for demolition services \$ _____

Are Subcontractors being used in the performance of this demolition? (**Mark only one**)
[] Yes [] No

Name of Subcontractor(s): _____

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

Firm Name: _____

Authorized Signature _____

Printed Name & Title of Authorized Signer: _____

P.O. Box/Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____ E-Mail Address: _____

FL General/Building Contractors License # (CGC/CBC) or Demo Certification #:

COMPANY CLASSIFICATION (Must Circle One)

Caucasian

African American

Hispanic American

Asian-Pacific American

Native American

Asian-Indian American

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

Publicly Traded Corporation

Employee Owned Company

RETURN ALL QUOTES TO PROCUREMENT VIA MAIL, FAX OR EMAIL:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

(863)534-6757

Fax: (863)534-6789

Email: procurement @polk-county.net

SAFETY REQUIREMENTS/REGULATIONS

1.0 All Bidders are required to submit, with their Bid Proposal, the Safety Requirements/Regulations form. Any questions regarding compliance with the safety requirements/regulations provision shall be directed to the County Safety Officer, Risk Management, at (863) 534-5267.

1.1 The Contractor is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The Contractor shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock out/Tag Out of Hazardous Energy. All contractors are required to comply with OSHA Standards regardless of the number of employees they may have.

1.2 A County representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the County's representative may have the authority, but not the duty, to require the Contractor to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

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

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

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

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

First violation: correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the County.

Second violation: may result in work stoppage until the violation is corrected. The work stoppage shall not entitle the Contractor to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation: this may constitute a breach of contract for safety violations and may result in termination of the contract at the sole discretion of the County.

Note: The County Safety Officer may stop any job to ensure the safety of all concerned.

1.3 Should the work site be in a hazardous area, the County shall furnish the Contractor with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist the Contractor in the planning of a safe work site.

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

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

SAFETY REQUIREMENTS/REGULATIONS FORM (SUBMITTAL PAGE)

Bidder must sign and have notarized:

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

Dated this _____ day of _____, 20__

Name of Firm _____

By _____

Title of Person Signing

(SEAL)

STATE OF _____
COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Drug-Free Workplace Form

(Submittal Page)

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

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

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

Vendor Signature: _____

Date: _____

INSURANCE REQUIREMENTS

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

- a. Worker's Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry and any corporate officer of a construction corporation who elects to be exempt from the provisions of the Worker's Compensation exemption certificate.

Admitted in Florida: Yes

Employer's Liability: \$100,000

All States Endorsement: Statutory

Voluntary Compensation: Statutory

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

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

Each Occurrence: \$1,000,000

Completed Operation: \$1,000,000

Pollution Liability: \$1,000,000

- c. Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:
Bodily Injury & Property Damage Liability: \$1,000,000
Combined Single Limit Each Accident

DQ #23-473, 2847 Reynolds Road, Bartow, FL (CMA-2021-1811)

- d. Pollution Liability is required for all contractors that perform demolitions involving asbestos. This coverage will be requested upon the initial award of a project that contains asbestos material.

Polk County is to be named as an additional insured on both the General Liability Policy and the Automobile Liability Policy as follows: “Polk County, a political subdivision of the State of Florida, is named as additional insured with respect to all work performed for Polk County for Automobile and General Liability policies of insurance. Waiver of subrogation in favor of Polk County is required for General Liability and Worker’s Compensation coverage’s. Coverage must be provided by an insurer licensed to do business in the State of Florida and must be rated “A VIII” or better by A.M. Best Rating Company for Class VIII financial size category.

The Certificate Holder must be stated as:

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

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

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

Affidavit Certification Immigration Laws

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

CHECKLISTS

SECTION 1. SUBMITTAL REQUIREMENTS BEFORE DEMOLITION STARTS

- _____ **10-Day DEP Notice for Demolition Activities** (Must indicate Wet Demo)
Suggested submittal within 8 calendar days from Notice to Proceed.
- _____ **10-Day DEP Notice for Asbestos Abatement** (If Survey Determines Asbestos Containing Materials) Suggested submittal within 3 calendar days from Notice to Proceed.
- _____ **Scaled Landfill Tickets for Asbestos Abatement** (Must Use a Class 1 Landfill)
Scan and email before demo starts
- _____ **Notify Polk County of Demolition Start Date** Via Email at tanyatucker@polk-county.net Suggested submittal within 10 Calendar days from Notice to Commence Services.

SECTION 2. PROJECT SITE POSTING REQUIREMENTS

- _____ **10-Day NESHAP Notice** (Demo and Abatement if applicable)
- _____ **Abatement Company Asbestos Certification** (If applicable)
- _____ **Building Permits**
- _____ **Copy of Asbestos Survey or Building Official Letter**

SECTION 3. SUBMITTAL REQUIREMENTS AFTER DEMOLITION IS COMPLETED

(ALL ITEMS NOTED BELOW MUST BE SUBMITTED TOGETHER AT ONE TIME AS A PACKAGE AND WITHIN 5 BUSINESS DAYS AFTER THE COMPLETION DATE LISTED IN THE NOTICE TO COMMENCE SERVICES)

- _____ **Original Invoice and Certificate of Completion**
- _____ **Scaled Landfill Tickets for C&D Material**
- _____ **Original Landfill Tickets for Hazardous Materials or Tires** (If applicable)
- _____ **FINAL Septic Tank Abandonment Permit (or Completion Form), if applicable.**
(Or letter why tank was not abandoned. Letter must be on company letterhead and signed by someone with signature authority for the company). Permit must be signed by an official with authority to close permit.
- _____ **FINAL Building Permit for Demolition** Permit must be signed by an official with authority to close permit.
- _____ **Unconditional Release of Lien from All Subcontractors (originals)** If, the subcontractor listed is not used a letter on company letterhead signed by someone with signature authority must be submitted for the company used (if any).
- _____ **Final Picture of Site**

CERTIFICATE OF COMPLETION

DQ Number: 23-473 Case Number: CMA-2021-1811

Completion Date: _____ Notice to Proceed Date: _____

Address: 2847 Reynolds Road, Bartow, FL

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

Contractor: _____

By: _____

(Authorized Signature)

(Typed Name & Title)

Date: _____

County Division: _____

(Authorized Signature)

(Typed Name & Title)

Date: _____

Statement of No Quote

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

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

Company Name: _____

Telephone Number: _____

Date: _____

Signature: _____

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 _____, 2023.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

ATTACHMENT "A"

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. Equal Employment Opportunity. *(Applicable to construction contracts only)*

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

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

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

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

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

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

(5) The Contractor will furnish all information and reports required by

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Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Clean Air Act and the Federal Water Pollution Control Act. (*Applicable to all contracts greater than \$250,000*)

Clean Air Act

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

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required

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to assure notification to the Florida Division of Emergency Management, Federal
Emergency Management Agency, and the appropriate Environmental Protection Agency
Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract
exceeding \$150,000 financed in whole or in part with Federal assistance provided by
FEMA.

Federal Water Pollution Control Act

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

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

(3) The Contractor agrees to include these requirements in each subcontract
exceeding
\$150,000 financed in whole or in part with Federal assistance provided by FEMA.

3. Debarment and Suspension. (Exhibit "A")

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

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

(3) This certification is a material representation of fact relied upon by Polk
County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180,
subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the

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Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

5. Procurement of Recovered Materials.

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

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

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

6. Access to Records. The following access to records requirements apply to

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this Purchase Order:

(1) The Contractor agrees to provide the Federal funding agency, Polk County, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Purchase Order.”

7. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

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

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

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

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

11. **Affirmative Action.**

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

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

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

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

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

(3) Withholding for unpaid wages and liquidated damages. Polk County, a political subdivision of the State of Florida, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

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from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as

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discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

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

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

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

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

14. Applicability.

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

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

EXHIBIT "A"

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

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

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

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

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

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

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

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

EXHIBIT “B”

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

Signature of Contractor’s Authorized Official: _____

Name and Title of Contractor’s Authorized Official _____

Date: _____

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EXHIBIT "C"

Compliance of the Davis Bacon Wage and Earnings Act

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I am aware of the Davis/ Bacon Wage and Earnings Act and shall comply with all requirements. This will include the submission of certified payrolls, summaries, reports, and audits required for compliance.

Contractor

Signature

Printed Name of Signer

Date