



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

NOTICE
REQUEST FOR QUALIFICATIONS
THIRD PARTY CONTRACT OPERATOR
FOR THE
POLK REGIONAL WATER COOPERATIVE

November 14, 2022

R.F.Q. NO. 2348

As a courtesy to the Polk Regional Water Cooperative (“PRWC” or “Cooperative”) Qualification packages will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until - 2:00 p.m. – Wednesday – December 14, 2022.** Submittals received after this specified time and date will not be considered. The submittals will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Qualification Documents may be accessed by visiting our Website at <http://www.lakelandgov.net/purchasing> or by contacting the City of Lakeland Purchasing Division @ (863) 834-6780. Qualification Documents Are Required for Submittal. Any Respondent that Does Not Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.

IN ACCORDANCE WITH SECTION 287.055 OF THE FLORIDA STATUTES (CONSULTANTS’ COMPETITIVE NEGOTIATION ACT - CCNA), THE POLK REGIONAL WATER COOPERATIVE IS SEEKING QUALIFICATIONS FROM QUALIFIED AND EXPERIENCED OPERATIONS AND MAINTENANCE FIRMS LICENSED TO OPERATE AND MAINTAIN WATER TREATMENT SYSTEMS AS THIRD-PARTY CONTRACT OPERATORS AND BEING EXPERIENCED WITH REVERSE OSMOSIS TREATMENT SYSTEMS USING LESS THAN PRISTINE RAW WATER AND IN THE OPERATIONS AND MAINTENANCE OF PIPELINES OF CONSIDERABLE LENGTH, IN ADDITION, THE OPERATIONS AND MAINTENANCE FIRM MUST BE EXPERIENCED WITH OPERATING WELLS EXTENDING TO THE LOWER FLORIDAN AQUIFER AND IN DISPOSAL WELLS FOR THE BRINE PRODUCED BY THE REVERSE OSMOSIS PROCESS. THE OPERATIONS AND MAINTENANCE FIRM SELECTED WILL BE EXPECTED TO ASSIST WITH THE REVIEW OF THE DESIGN AND MONITOR OF THE CONSTRUCTION OF THE FACILITIES IT WOULD BE REQUIRED TO OPERATE WITH A CONTINUING CONTRACT FOR A PERIOD OF FIVE (5) YEARS WITH AN OPTION OF ONE ADDITIONAL, FIVE (5) YEAR TERM UPON AGREEMENT OF THE SUCCESSFUL FIRM AND THE COOPERATIVE. BASED ON THE NEEDS OF THE COOPERATIVE IN MAINTAINING TWO PROJECT SITES THE COOPERATIVE MAY AWARD A CONTRACT TO ONE (1) OR MORE FIRMS BASED ON THE SUBMITTALS. THE QUALIFICATIONS SUBMITTED AND THE CONTRACT, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS REQUEST FOR QUALIFICATIONS, THE ATTACHED PRWC REQUIREMENTS, ALL CODES, REQUIREMENTS, AND OTHER REGULATIONS REFERENCED THEREIN. IN COMPLIANCE WITH THE CCNA, RATES SHALL NOT BE INCLUDED IN THE SUBMITTALS.

Questions regarding this request for qualifications should be **in writing** and should reference the above RFQ number. Submit all questions to **Mrs. Tara Walls, CPPB, Senior Purchasing Agent**, via e-mail at **purch@lakelandgov.net**

or fax (863) 834-6777.

MANDATORY PRE-PROPOSAL MEETING

A **MANDATORY** pre-proposal meeting will be held on Tuesday, November 29, 2022 at 10:00 A.M. at the City of Lakeland Purchasing Department Bid Room located at 1140 E. Parker Street, Lakeland Florida 33801. A site visit(s) to the project sites is strongly encouraged but not mandatory and will be scheduled at the preproposal meeting for a later date. No questions will be answered at the site meetings, however, if there are any questions they may be submitted to the Purchasing Manager or designee. Proposals received from firms that do not attend the pre-proposal meeting will not be considered.

QUESTIONS CONCERNING THIS BID

Questions concerning this bid must be submitted on or before 5:00 p.m., December 7, 2022, according to the previous instruction. All questions timely received shall be referred to the City's or Cooperative's legal counsel for a response.

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than the time prescribed above. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.**

BIDDING DOCUMENTS and DRAWINGS:

Bidding Documents are in electronic PDF format and may be accessed by logging onto the City Purchasing Website, www.lakelandgov.net/purchasing. Log in using your Oracle iSupplier Number, and search for the RFP number and/or Title.

To download drawings, you will need to follow the instructions below:

Simply click on this link
<ftp://ftp.lakelandgov.net>
↓
Username : **upload** Password : **lakeland**
↓
Choose "**Outgoing**" Folder
↓
Choose "**Water**" Folder
↓
Choose "**Tom Mattiacci**" Folder, then choose "**Third Party Operator**" Folder
↓
Copy all drawing files in the folder and paste to your computer in a location of your choice.

Username and Password are case sensitive. 3 attempts using incorrect login information will result in the user being locked out for 1 hour.

FLORIDA PUBLIC RECORDS LAW

Qualification submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records, and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection, and test reports and any other such material will be considered a matter of public record. The City and its staff cannot

regard any document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City or the Cooperative, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by the Contractor in the performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City or the Cooperative in the performance of services pursuant to the contract. Upon request from the City's or the Cooperative's custodian of public records, the Contractor shall provide the City and the Cooperative 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 pursuant to Florida Statute Chapter 119 or as otherwise provided by law. The contractor shall 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City or the Cooperative. The Contractor shall, upon completion of the contract, transfer, at no cost, to the City or the Cooperative all public records in possession of the Contractor or keep and maintain public records required by the City or the Cooperative to perform services pursuant to the contract. If the Contractor transfers all public records to the City or Cooperative upon completion of the contract, 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 the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City and the Cooperative, upon request from the City's or the Cooperative's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKEFLANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKEFLAND, FLORIDA 33801.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a proposal, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Respondent to the City or Cooperative Official or Employee evaluating or considering the proposals prior to the time a proposal decision has been made. Communication between the Respondent and the City and the Cooperative will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the proposal then in evaluation or any future proposal.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company, pursuant to 49 CFR Part 29: (1) is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such; and (2) will at all times remain eligible to bid for and perform the services subject to the requirements set forth herein and other applicable laws. Bidder agrees that any contract awarded to Bidder will be subject to termination by the City if the Contractor or its subcontractors fail to comply or maintain such compliance.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Respondent shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the proposal as proof of insurability. If the current coverage does not meet the qualification requirements, then the Respondent should request an affidavit of insurability from the Respondent's insurance agent that certifies the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the proposal requirements. The Respondent agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Respondent agrees to indemnify and hold harmless the City of Lakeland and the Cooperative in complete accordance with the attached requirements. This agreement shall be signed, notarized, and returned with the qualifications submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as nonresponsive to the qualification requirements.

ADDENDA

It is the Respondent's responsibility to contact the Purchasing Division prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the qualification package.

LOCAL VENDOR PREFERENCE -Not Applicable for this Solicitation

THIS SECTION DOES NOT APPLY TO THIS SOLICITATION.

A Local Business shall be defined as a vendor, supplier, or contractor that: (i) conducts business within the jurisdictional limits of Lakeland Electric's service territory by providing goods, services, or construction; (ii) maintains a physical business location within the jurisdictional limits of Lakeland Electric's service territory in an area legally zoned for conducting such business; (iii) conducts business on a daily basis from the local business location; (iv) has conducted business from such location for at least twelve (12) consecutive months prior to the due

date for the applicable bid or proposal; and (v) provides a copy of its local business tax receipt, if located within the City of Lakeland, or a copy of its Polk County local business tax receipt, if located outside of the City limits but within Lakeland Electric's service territory.

BID PROTEST PROCEDURE

The City's procedure on bid disputes is located in the City's Purchasing Manual and can be found at <https://www.lakelandgov.net/departments/purchasing/bid-dispute-policy>.

TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful bidder is included with this bid as an Attachment, should the City require such. Please include any exceptions/revisions to the agreement with your submittal for review during the evaluation period.

ORACLE iSUPPLIER AND SOURCING

In addition to accepting 'hard copy' competitive sealed bids, proposals, and qualifications, the City of Lakeland uses Oracle's iSupplier and Sourcing to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of Oracle iSupplier and Sourcing. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Oracle iSupplier and Sourcing.

It is the sole responsibility of the Bidder to ensure that their hard copies reach the Purchasing Manager, City of Lakeland, Florida, 1140 E. Parker St., Lakeland, Florida 33801, no later than the time and date specified in this solicitation.

QUALIFICATIONS SUBMITTAL

An unbound original, eight (8) copies (collated in sets), and one (1) electronic copy (USB flash drive or CD) of the qualifications package and all required qualifications submittal data, along with any Respondent generated Specifications, Drawings, etc., shall be enclosed within a sealed envelope with the words, "**Sealed R.F.Q. No. 2348 – Operations and Maintenance Firm for the Polk Regional Water Cooperative**" and the Respondent's name and address clearly shown on the outside thereof. **Submittals received with less than required submittal quantities or not on the City of Lakeland Qualification Sheet may be disqualified as non-responsive.**

Mailed Qualifications must be received in the office of the Purchasing Manager no later than the time set forth for qualification opening. The City of Lakeland will not be responsible for any lost or late arriving proposals sent via the U.S. Postal Service or other delivery services.

The City of Lakeland and the Cooperative at their sole discretion reserves the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City and the Cooperative. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City and Cooperative reserve the right to accept all or part, or to decline the whole, and to award this proposal to one (1) or more Respondents. There is no obligation to buy. The proposal, if awarded, will be in the judgement of the City and the Cooperative the most responsive to the City's and the Cooperative's needs. The City of Lakeland and the Cooperative encourage the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.

City of Lakeland, Florida

Mark D. Raiford, CPPB

REQUEST FOR QUALIFICATIONS

THIRD PARTY CONTRACT OPERATOR

PROFESSIONAL SERVICES AGREEMENT (CCNA)

FOR THE

POLK REGIONAL WATER COOPERATIVE

November 14, 2022

R.F.Q. NO. 2348

*****DO NOT SEND INFORMATION ON PRICES*****

Company Name _____

Company Address _____

City _____ **State** _____ **Zip** _____

Telephone (_____) _____ **Fax (_____)** _____

E-Mail Address

The following Request for Qualifications is in strict accordance with the **City of Lakeland**

R.F.Q. No. _____, dated _____, 2022 and all attachments as referenced therein.

“I hereby certify that I understand and am aware that the City of Lakeland and the Cooperative at their sole discretion reserve the right to waive technicalities or irregularities, to reject any or all proposals, and/or to accept that proposal which is in the best interest of the City and the Cooperative. The award of this proposal, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Respondent’s experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City and the Cooperative reserve the right to accept all or part, or to decline the whole, and to award this proposal to one (1) or more Respondents. There is no obligation to buy. The proposal, if awarded, will be in the judgment of the City and the Cooperative the most responsive to the City’s and the Cooperative’s needs. The City of Lakeland and the Cooperative encourage the use of minority and women-owned businesses as subcontractors or in joint venture arrangements.”

Company Name

Authorized Signature

Date Signed

Name of Contact for Questions
(Please Print or Type)

Telephone No. of Contact

RFQ 2348 Data Page

Date

Name of Company

Authorized Signature

Printed Name

Title/Position

Physical Address

City

State

Zip

Email address

Telephone Number / Fax Number

Received Addenda #'s

List all "Professional Association/Sub-Contractors" (companies that you will be in association with for these projects):

Key Team members and addresses of principal office:

**RFQ 2348 Corporate Information and
Invoicing Sheet**

THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:
(INVOICING SHEET)

Company Name: _____

DBA/Fictitious Name (if applicable): _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. A CURRENT W-9 SHOULD BE ATTACHED TO THIS SHEET AND SUBMITTED WITH THE BID.

TIN #: _____

(Street No or PO Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____

Mobile Phone Number: _____

Email Address: _____

Type of Organization:

- | | | | |
|--|---|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Sub-Chapter |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation | <input type="checkbox"/> LLC | <input type="checkbox"/> LLP |
| <input type="checkbox"/> Publicly Traded | <input type="checkbox"/> Employee Owned | | |

State of Incorporation _____

Florida State License Number: _____

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

RFQ 2348

SOUTHEAST WELLFIELD PROJECT PHASE 1 AND WEST POLK LOWER FLORIDAN AQUIFER PROJECT, PHASE I, THIRD-PARTY CONTRACT OPERATION SERVICES POLK REGIONAL WATER COOPERATIVE

SPECIFICATIONS

Purpose and Intent:

The Polk Regional Water Cooperative (“PRWC” or Cooperative”) is seeking a qualified firm or firms to provide Operation and Maintenance Services as a Third Party Contract Operator (“TPO”) services for the first phase of the Cooperative’s Southeast Wellfield Project (“Project 1”), and Phase I of the West Polk Lower Floridan Aquifer Project (“Project 2”). Collectively both projects together are known as “the Projects”, and singularly as “Project”.

Additionally, the Cooperative is seeking proposals/statements of qualifications from experienced and qualified TPO service providers to work with the PRWC’s selected Design Consultant and Construction Manager-at-Risk (“CMAR”) through the design, pre-construction phase services, and construction phase of the Projects. Companies that are not experienced in providing TPO services for public utility projects will not be considered for selection. It is the intent of the City of Lakeland, as a courtesy to the Cooperative, and the PRWC’s Board of Directors, to select and negotiate a TPO service provider agreement with one or more TPO companies, or joint ventures based on the needs of the Cooperative, if applicable, as the prime contractor(s) in accordance with the terms and conditions of this solicitation. The Cooperative will also negotiate an incorporated fee schedule for the selected TPO service provider(s) as part of the TPO service agreement(s), subject to approval by the PRWC Board of Directors and/or the responsible Project Board(s).

All services provided must be performed in accordance with all applicable Federal, State, and Local laws, rules, regulations, and ordinances and all contractual provisions required as part of or by the Cooperative’s financing programs and partners including the United States Environmental Protection Agency (“EPA”), the Water Infrastructure and Finance and Innovation Act (“WIFIA”), the State of Florida Department of Environmental Protection (“FDEP”), the State Revolving Fund program (“SRF”) and the Southwest Florida Water Management District (“SWFWMD”). Any service provider selected to contract with the PRWC shall be required to comply with all requests of the Cooperative’s funding partners. If required by one of the aforementioned regulators and funders the TPO service provider(s) shall be prepared to comply with all requests including, but not limited to, the payment of appropriate wages under the Davis Bacon Act, and the acquisition of goods in compliance with the Buy American requirement of Public Law 117-58, Consolidated Appropriations Act, 2021, the Buy American Act or equivalent.

General Background:

The Polk Regional Water Cooperative (the “Cooperative”) is a special purpose unit of local government created pursuant to Chapters 163, 189 and 373 of the Florida Statutes to provide a mechanism for innovative regional cooperation amongst local governments in Polk County, Florida for the development of Alternative Water Services (“AWS”) resources. The regional cooperation model for the Cooperative includes developing, recovering, storing, and supplying water for a county or municipal purposes to reduce adverse environmental effects of prior excessive or improper withdrawals of water from concentrated areas. The Cooperative intends to encourage the development of fully integrated robust public water supply systems for its Members and their utilities comprised of diverse sources managed in a manner that takes full advantage of Florida’s intense climatic cycles to ensure reliable, sustainable, and drought-resistant systems, which maximize the use of AWS to the greatest extent feasible and practicable.

The Cooperative was established June 1, 2016, by its member local governments: City of Auburndale, City of Bartow, City of Davenport, the City of Eagle Lake, City of Fort Meade, the City of Lake Wales, City of Frostproof, City of Haines City, City of Lake Alfred, City of Lakeland, the City of Lake Wales, City of Mulberry, City of Polk City, City of Lakeland, Polk County, Town of Dundee and Town of Lake Hamilton. Approved Water Projects of the Cooperative include the Southeast Wellfield Project, the West Polk Wellfield Project, the Peace Creek Integrated Water Supply Project, and the Peace River Land Use Transitions Project

Project 1: Southeast Wellfield Project, Phase I:

In April 2021, the member governments of the Cooperative executed an Implementation Agreement for the Southeast Wellfield Project to provide for project design, permitting, construction, operation, maintenance, and funding. The current Preliminary Design Report (“PDR”) for the Southeast Wellfield Project calls for a 20-year Phase 1 buildout capacity of 15.0 million gallons per day (“MGD”) to be constructed in sub-phases.

Phase 1 of the Southeast Wellfield Project consists of three (3) major components:

- (a) a wellfield consisting of four (4) Lower Floridan Aquifer (“LFA”) production wells and associated raw water transmission piping;
- (b) the Southeast LFA Water Production Facility (“SELFAWPF”), which includes two (2) concentrate disposal wells; and
- (c) a finished water transmission system consisting of approximately 66 miles of pipelines.

The initial sub-phase of the Phase 1 SELFAWPF capacity will provide approximately 7.5 MGD of finished water and the transmission system capacity will accommodate the currently anticipated 20-year Phase 1 buildout capacity of 15.0 MGD of finished water.

The approximate locations of the LFA wellfield, raw water transmission piping, and SELFAWPF are depicted in Figure 1.

LFA Production Wells: Three (3) of the four (4) envisioned LFA production wells will be completed with 18 inches in diameter and a depth of approximately 2,000 feet below the land surface (“BLS”). One (1) of the four (4) LFA production wells is an existing on-site production well. A second well is scheduled to be constructed in advance as a test production well and converted to a supply well, which may, or may not, be part of the selected CMAR’s scope of work. All of the LFA production wells will be connected to the SELFAWPF with approximately 11 miles of 16-inch through 42-inch raw water transmission piping.

SELFAWPF: The SELFAWPF will include reverse osmosis (“RO”) membrane treatment system designed for a flexible operating range of 75 to 80 percent recovery. Phase 1 of the SELFAWPF will include the following components:

- ***Pretreatment & Main Process:*** raw water meter, sand separators (3), RO cartridge filters (3), RO feed pumps (3), RO skids (3), RO clean-in-place (2), and sand drying beds.
- ***Post-Treatment and Distribution:*** degasifier (1), bioscrubber (1), finished water transfer pumps (3), 2-million-gallon ground storage tank (1), high service pumps (3), and a finished water metering station.
- ***Chemical Storage and Feed Facilities:*** carbon dioxide (CO₂) tanks and pump skids (2), scale inhibitor tank (1), scale inhibitor pump skids (2 pumps each), corrosion inhibitor totes and pumps (2), sodium hypochlorite pump skids (2 pumps each), and caustic soda tank (1) and pump skid (2 pumps).
- ***Residuals Treatment:*** gypsum reactors and mixers (3), concentrate clarifiers with rakes (2), sludge holding tanks & mixers (2), thickened sludge pumps (2), vacuum filters & feed

pumps (2), brine polymer skids (2), concentrate pump station, and concentrate strainer (1).

- **Concentrate Disposal:** Concentrate disposal injection wells (2), 11.5 inches in diameter to a depth between 6,000 feet to 8,000 feet BLS.
- **Ancillary Facilities:** Process building with administrative offices, solids handling building, standby power generators and fuel tanks, maintenance building, and on-site subsurface wastewater disposal system (septic tank and drain field).

A site plan of the proposed SELFAWPF is depicted in Figure 2, attached hereto and incorporated herein. As shown in Figure 2, the SELFAWPF will be designed and constructed to accommodate future incremental expansions up to the anticipated 20-year Phase 1 buildout capacity of 15.0 MGD and accommodations for a separate, but co-located and connected, long-term expansion during subsequent phases of the Southeast Wellfield Project development to ultimately produce approximately 30 MGD of finished water.

Finished Water Transmission System: Phase 1 of the Southeast Wellfield Project will include approximately 66 miles of 6-inch through 42-inch finished water transmission pipelines to deliver water to PRWC project participants, as generally depicted in Figure 3. The transmission system will consist primarily of PVC, Ductile Iron, and HDPE horizontal directional drills and will be located within existing road rights-of-way or easements. The transmission system will have the capacity to transmit up to 15.0 MGD of finished water. The flow delivered through the transmission system is expected to increase over the next 20 years to 15.0 MGD with the implementation of planned sub-phases and as future SELFAWPF expansions occur during subsequent Southeast Wellfield Project phases.

Exhibit “A” to this RFQ, which is a copy of the current Southeast Wellfield PDR, is incorporated into this RFQ by reference. Exhibit “A” is available for download and review only by registered parties using the City’s bidding website. Please note that blueprints, schematic drawings, and diagrams, including draft, preliminary and final formal which depict the internal layout and structural elements of a building, water treatment facility, or other structure owned or operated by a public agency are exempt from disclosure and copying under Florida law. All persons and entities receiving such information are specifically required by Section 119.071(3)(b)4. of the Florida Statutes to maintain the information’s exempt status and parties are requested to either return all copies or destroy such information at the conclusion of this solicitation process.

The selected TPO service provider will be required to work with the design and construction professionals for the design of the Southeast Wellfield Project Phase 1. Phase 1 post-preliminary design services are anticipated to commence concurrent with or shortly before the TPO services described herein.

Schedule

It is anticipated that funding for the Project will be provided by EPA, WIFIA, FDEP, SRF, and SWFWMD. Achieving the milestones identified in the following schedule is critical to ensuring compliance with the Cooperative’s funding agreements.

<i>Project Milestones (subject to change)</i>	
Description	Date
Initiate Final Design	3/16/2022
TPO Contract Approval	12/31/2022
Complete 60% Design	9/21/2022
Complete 90% Design	1/18/2023
Initiate CMAR Bidding/GMP Development	4/18/2023
Complete 100% Design	10/2/2023
Complete CMAR Bidding/GMP Approval	2/17/2024
Begin WPF and Transmission System Construction	4/17/2024
Substantial Completion WPF and Transmission System	4/17/2026
WPF and Transmission System Commissioning and Start-up	7/01/2026

Project 2: West Polk Lower Floridan Aquifer Project, Phase I:

In April 2021, the member governments of the Cooperative executed an Implementation Agreement for the West Polk LFA Project to provide for project design, permitting, construction, operation, maintenance, and funding. The current Preliminary Design Report (“PDR”) for the West Polk LFA Project calls for a 20-year Phase I buildout capacity of 10 million gallons per day (“MGD”) to be constructed in sub-phases.

Phase 1 of the West Polk LFA Project consists of three (3) major components:

- (a) a wellfield consisting of four (4) LFA production wells and associated raw water transmission piping;
- (b) the West Polk LFA Water Production Facility (“WPLFAWPF”), which includes one (1) concentrate disposal well; and
- (c) a finished water transmission system consisting of approximately 4,000 linear feet of pipe. The majority of WPLFAWPF participants will receive finished water through Lakeland’s existing distribution system. A pipeline and booster station for connection to NWRUSA will be installed in Phase 2 of the project.

The initial sub-phase of the Phase 1 WPLFAWPF capacity will provide approximately 2.5 MGD of finished water and the transmission system capacity will accommodate the currently anticipated 20-year Phase 1 buildout capacity of 10 MGD of finished water.

The approximate locations of the LFA wellfield, raw water transmission piping, and WPLFAWPF are depicted in **Figure 4**.

LFA Production Wells: Three (3) of the four (4) envisioned LFA production wells will be completed with 16 inches in diameter and a depth of approximately 2,300 feet below the land surface (“BLS”). One (1) of the four (4) LFA production wells is an existing on-site production well previously used for aquifer performance testing in 2019. All of the LFA production wells will be connected to the WPLFAWPF with approximately 5.6 miles of 8-inch through 30-inch raw water transmission piping.

WPLFAWPF: The WPLFAWPF will include reverse osmosis (“RO”) membrane treatment system designed for a flexible operating range of 75 to 80 percent recovery. Phase 1 of the WPLFAWPF will include the following components:

- **Pretreatment & Main Process:** raw water meter, sand separators (3), RO cartridge filters (2), RO feed pumps (1), RO skids (1), RO clean-in-place (2), and sand drying beds.
- **Post-Treatment and Distribution:** degasifier (1), bioscrubber (1), finished water meter, and finished water transfer pumps (2). WPLFAWPF will use TB Williams WTP ground storage tanks and high-service pumps for finished water storage and distribution.
- **Chemical Storage and Feed Facilities:** carbon dioxide (CO₂) tanks (1) and pumps (2), scale inhibitor tank (1), scale inhibitor pump skids (2 pumps each), sodium hypochlorite tanks (2) and pump skids (2 with 2 pumps each), and caustic soda tanks (2) and pump skid (2 pumps). Corrosion inhibitors will be added at the TB Williams WTP rather than the WPLFAWPF. As a result, no on-site storage nor chemical feed equipment is required for corrosion inhibitors.
- **Residuals Treatment:** gypsum reactors and mixers (3), concentrate clarifiers with rakes (2), sludge holding tanks & mixers (2), sludge recycle pumps (3), sludge wasting pumps (2), vacuum filters & feed pumps (2), brine polymer skids (2), concentrate pump station, and concentrate strainer (1).
- **Concentrate Disposal:** Concentrate disposal injection well (1), 10.75 inches outside diameter injection tubing to a depth of approximately 4,000 feet BLS, and a 20-inch diameter open borehole to approximately 8,000 feet BLS.

- Ancillary Facilities: Process building with administrative offices, solids handling building, standby power generators and fuel tanks, and maintenance building.

A site plan of the proposed WPLFAWPF is depicted in **Figure 5**, attached hereto and incorporated herein. As shown in **Figure 5**, the WPLFAWPF will be designed and constructed to accommodate future incremental expansions up to the anticipated 20-year Phase 1 buildout capacity of 10 MGD and accommodations for a separate, but co-located and connected, long-term expansion during subsequent phases of the West Polk LFA Project development to ultimately produce approximately 15 MGD of finished water.

Finished Water Transmission System: Phase 1 of the West Polk LFA Project will include approximately 4,000 linear feet of 12-inch PVC finished water transmission pipeline between the City of Lakeland’s distribution system and Polk County’s Northwest Regional Service Area. The transmission pipeline will be installed on the right-of-way of Kathleen Road in north Lakeland, as generally depicted in **Figure 6**. The installation includes five jack-and-bores averaging 100-feet in length each with 24-inch diameter steel casing. This system includes a 0.26 MGD at 40-psi skid-mounted in-line booster pump station. The package system sits on a concrete slab and includes variable frequency drives.

Other PRWC project participants will receive water through Lakeland’s existing distribution system connection points. The transmission system will have the capacity to transmit up to 10 MGD of finished water. The flow delivered through the transmission system is expected to increase over the next 20 years to 10 MGD with the implementation of planned sub-phases and as future WPLFAWPF expansions occur during subsequent West Polk LFA Project phases.

Exhibit “B” to this RFQ, which is a copy of the current West Polk LFA PDR, is incorporated into this RFQ by reference. **Exhibit “B”** is available for download and review only by registered parties using the City’s Oracle iSupplier bidding website. Please note that blueprints, schematic drawings, and diagrams, including draft, preliminary and final formal drawings which depict the internal layout and structural elements of a building, water treatment facility, or other structure owned or operated by a public agency are exempt from disclosure and copying under Florida law. All persons and entities receiving such information are specifically required by Section 119.071(3)(b)4. of the Florida Statutes to maintain the information’s exempt status and parties are requested to either return all copies or destroy such information at the conclusion of this solicitation process.

The selected TPO service provider will be required to work with the design and construction professionals for the design of the West Polk LFA Project Phase 1. Phase 1 post-preliminary design services are anticipated to commence concurrent with or shortly before the TPO services described herein.

Schedule

It is anticipated that funding for the Project will be provided by EPA, WIFIA, FDEP, SRF, and SWFWMD. Achieving the milestones identified in the following schedule is critical to ensure compliance with the Cooperative’s funding agreements.

<i>Project Milestones (Subject to change)</i>	
Description	Date
CMAR Contract Approval	1/14/2022
Initiate Final Design	10/02/2022
Complete 60% Design	4/20/2023
Complete 100% Design	3/05/2024
Complete CMAR Bidding/Approval	7/21/2024
Begin WPF and Transmission System Construction	9/19/2024
Substantial Completion WPF and Transmission System	9/19/2027
WPF and Transmission System Commissioning and Start-up	12/01/2027

Funding Agreement Information

Additional information on the Cooperative's funding agreements, funding obligations, funding contingencies, and milestone requirements, including expected, draft, and potential conditions for the release of partner funds or the reimbursement of the Cooperative's incurred expenses for Project 1 and Project 2, can be found in **Exhibit "C"** which is incorporated into this RFQ by reference. The selected TPO service provider will be required as an element of the master contract(s) for Project 1 and Project 2 to perform timely in accordance with the Cooperative's funding agreements, funding obligations, funding contingencies, and milestone requirements.

Owner Direct Purchases

As the projects move into the operational phase and capital equipment is required for maintenance, The Cooperative reserves the right to direct purchase any tangible personal property item necessary in the procurement of Project 1 and Project 2 in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of the Projects. The selected TPO service provider shall adhere to any Owner Direct Purchase clauses, policies, and procedures specified by the Cooperative in its master contract(s), which may be different for Project 1 and Project 2. The Cooperative further reserves the right to designate the selected TPO service provider as its agent to receive and inspect direct purchases when such purchases are made.

Scope of Services

The TPO approach intends to realize the operational and lifecycle efficiency benefits of operator involvement in process design and construction while collaborating with the CMAR and Engineer. These benefits include:

- A focus on life cycle cost to achieve the lowest feasible long-term cost for processing flows;
- An integrated design, construction, and O&M delivery team to increase the reliability of the facility, the durability of its lifespan, and the efficiency and ease of its operations;
- The appropriate transfer of design, construction and long-term performance risk to the parties best able to manage such risk;
- The application of best design, construction, and operational practices, particularly in the long-term management of the asset and in the repair and replacement of the facility's components and care of the facility to a defined level of service and quality, followed by operational hand-back of a facility with a quantified aggregate remaining life;
- The reduction of administrative burden to the PRWC through the implementation of a comprehensive O&M services contract that provides all required staffing, maintenance, repair, and replacement for the life of the operating term; and
- Given finished water quality requirements, the O&M service provider's contractual commitment to operating, maintaining, and improving the facility as required to meet water quality and quantity performance standards for the duration of the operating term for a defined cost.

The TPO service provider's scope of services is anticipated to include three phases:

TPO Phase 1 – Pre-Construction Services

The selected TPO service provider shall collaborate with the CMAR and Engineer during the pre-construction phase of the projects. Phase 1 Pre-construction Services include but are not necessarily limited to the following:

- Providing input on system operability at the 60% and 90% completion points.
- Making commentary to assure that the designed system allows to the extent possible for the ease of operations and maintenance.
- Providing input on the development of performance parameters for the treatment process.

- Assisting with the selection of equipment and systems.
- Participate and contribute in any value engineering.
- Participating in the development of operational protocols, instrumentation, and automation strategies.
- Developing O&M staffing level requirements and qualifications parameters for operations staff.
- Estimating power and chemical demands over various operating scenarios.
- Assisting in the development of a commissioning plan and acceptance criteria.
- Attending design meetings as required to provide an integrated design approach.

TPO Phase 2 – Construction Phase and Commissioning Support Services

The selected TPO service provider will provide certain construction phase services and participate in the commissioning and acceptance of the projects. Phase 2 Construction Phase and Commissioning/Acceptance Services include but are not necessarily limited to the following:

- Implementing an agreed-upon scope for support of commissioning and acceptance testing.
- Attendance and participation at meetings and coordination with the Engineer and CMAR.
- Review work progress monthly and comment on the operations and maintainability of the constructed project.
- Finalizing proposed operating scenarios, procedures, and protocols.
- Finalizing proposed Phase 3 performance guarantees, including staffing levels, chemical usage, and energy usage, among other parameters.
- Assisting in the preparation and organization of O&M manuals.
- Developing an Emergency Response/Operations Plan, Facility Safety Plan, and Facility Security Plan.
- Developing a Process Monitoring and Regulatory Reporting Plan.
- Providing support for the development of an Asset Management Program for the projects, including the selection and implementation of a Computerized Maintenance Management System (CMMS).

TPO Phase 3 – Operations and Maintenance Services

The operations and maintenance term is expected to be 5 years with an additional four (4) 5-year terms by mutual assent. The PRWC will enter into an agreement with the successful respondent that best demonstrates the ability to assume full responsibility for the safe, efficient, and cost-effective operation and maintenance of the facilities in compliance with all applicable Federal and State Laws. Accordingly, the TPO Service Provider shall assume all responsibilities associated with operating and maintaining the facilities to ensure the reliability of operations and to maintain the value of the PRWC's investment. The successful TPO Service Provider shall be required to provide all labor, materials, supplies, chemicals, fuel, vehicles, services, administration, reporting, monitoring, and other necessary items or services for compliant reliable uninterrupted, economical operation of the managed assets to ensure the continuous operations of the facilities. Phase 3 Operations and Maintenance Services include, but are not necessarily limited to the following:

- Compliance with all permit conditions and Federal, State, and local regulations.

- Providing properly licensed and certified operators and personnel required to meet all treatment, delivery, and environmental performance guarantees. In the event of a change in personnel, the replacement must be of equal or superior skills.
- Providing all on-site and off-site operational and maintenance staffing of the projects at the required shift coverage levels, classifications, and operator certifications.
- Optimizing the operation of the facilities to provide cost-effective treatment within the facility's design capacity.
- Facility/site upkeep, equipment repair, and equipment preventative maintenance in accordance with the implemented CMMS solution.
- Implementing a renewal and replacement (R&R) program including utility asset planning and analytics.
- Performing all sampling and analyses required by permits and necessary for process control.
- Completing and submitting all required operating reports and other reports as required by regulatory agencies, including responding to regulatory correspondence.
- Participating in regulatory agency inspections/audits and meetings.
- Sludge/residual removal and disposal in accordance with all applicable regulations.
- Ordering and procurement of chemicals, fuel, and supplies.
- Provision of all required tools, vehicles, moveable equipment, materials, and replacement parts.
- Maintaining an inventory of all PRWC supplies and equipment under the TPO's control.
- Conducting ongoing inspections, training, and administrative functions.
- Implementing the Emergency Response/Operations Plan when necessary to attend to emergency conditions.
- Implementing and maintaining the Facility Safety Plan and instituting ongoing Safety and Training Programs.
- Implementing and maintaining the Facility Security Plan including ongoing security checks.
- Providing assistance as required for permit renewals and modifications.
- Assisting in capital and operating budget preparation, including R&R funding requirements.
- Providing input on design, upgrade, or expansion efforts.
- Providing the PRWC with daily, weekly, monthly and annual reports regarding the performance of the facilities, including utility performance management reports.
- Appearing and providing input as needed at the PRWC Board of Directors Meeting.
- Along with the relevant federal, state, or local agency, provide notice to the PRWC Executive Director of any abnormalities or abnormal events.

At a minimum, the TPO Service Provider shall meet the following regulatory requirements and any subsequent modifications:

- FDEP permits for each Project;
- Consumptive Use Permits for each Project;

- FDEP sludge/residual disposal regulations; and
- NPDES MS4 Stormwater permit requirements and pollution prevention plans for each Project.

Both Project 1 and Project 2 are separate and distinct projects as indicated above. The successful respondent(s) shall treat both projects as separate, unique, and unequal projects. The successful respondent shall provide administrative services, supervision, and project accounting using generally accepted accounting principles and EPA, WIFIA, FDEP, SRF, SWFWMD, and PRWC requirements, if any, independently for both projects, if contracted, and throughout the respondent's full performance.

The PRWC's selection of a TPO service provider will be based upon the qualifications criteria outlined below under Evaluation of Proposals. Firms submitting proposals must have operation and maintenance experience with Reverse Osmosis ("RO") treatment facilities (including wellfields) and major long length transmission pipelines. One or more firms will be selected at the sole opinion of the Cooperative for the Southeast Wellfield Project Phase 1, for the West Polk LFA Project Phase 1, or for both. The PRWC's agreement with the selected firm(s) will be, at the Cooperative's option, a master contract for TPO services for the Southeast Wellfield Project Phase 1, a master contract for the West Polk LFA Project, Phase 1, or a combined master contract for both projects.

When the fee for Phase 1 and Phase 2 services is agreed to by the PRWC, a unique purchase order for each phase will be issued for the amount of the fee. Based on the final negotiated risk sharing and as-agreed costs for TPO Phase 3 services, the PRWC will support the administrative and oversight obligations and the TPO Phase 3 contract obligations. The PRWC's contract obligations for remuneration to the TPO for TPO Phase 3 scope are anticipated to be comprised of three primary payment streams (assumed to be paid monthly with each subject to adjustment by various indices to accommodate escalation risk to the TPO):

- A fixed price payment stream to compensate for minimum flows and production required staffing not subject to adjustment by actual processed flows, ongoing maintenance (including spare parts inventory), site security, and other fixed costs.
- A variable payment stream to reflect costs incurred due to flows above the minimum required level, including increased energy and chemical usage, maintenance and consumables that are directly affected by flow volume, and additional monitoring and other labor impacts that are impacted by flow rates.
- A repair and replacement payment stream is made to an escrow or similar account in accordance with the repair and replacement approach. Subject to modification, this payment stream is currently desired to be funded on a fixed-amount basis, subject to periodic adjustments.
- It is the PRWC's intent that the Projects be kept well maintained and in good condition. The TPO service provider shall assist the PRWC in setting rates to assure proper levels of funding.

For chemical costs incurred in the fixed or variable payment streams, the expectation is that the TPO service provider will retain chemical pricing and usage risk and that chemical costs will be passed through the TPO service provider (subject to appropriate escalation indices). For electrical costs incurred as part of the fixed or variable payment streams, the expectation is that the TPO service provider will retain quantity usage risk and that electricity costs will be paid directly by the PRWC.

Capital costs and related O&M scope and payment adjustment costs related to PRWC-requested capacity or process improvements will be handled under specific contractual provisions for potential plant improvements separately from the above payment streams. Capital costs incurred by the TPO service provider that are required to maintain the contractually required ongoing and turnover condition of the facility or to meet contractual water quality and quantity standards will not be reimbursed by the PRWC.

Qualifications and Experience:

In order to serve as a TPO service provider, a firm must meet certain qualifications and have a certain quality and quantity of experience.

Basic Qualifications:

1. The TPO service provider, inclusive of all staff and/or subcontractors, must be licensed by the State of Florida to provide operation and maintenance services for potable water treatment and transmission facilities. Proof of appropriate licensure, with copies of current licenses, shall be included with each submittal.
2. The TPO service provider must have been in business under the same name or EIN number for a minimum of 10 years.
3. Proposers must possess a Polk County Business Tax Receipt (f/k/a Business License) in order to contract with the Cooperative. Proposers who are incorporated must either be incorporated in the State of Florida or properly registered with the Florida Department of State, Division of Corporations, and be permitted to transact business in the State of Florida. Copies of the appropriate Business Tax Receipt and proof of incorporation or proper registration (i.e., Sunbiz printouts) must be provided to the Cooperative before an award is made to the successful proposer.

Minimum qualifications:

1. Proposers shall have been in business successfully providing full-service public-private contracts for the operation, maintenance, and management of potable water treatment and transmission facilities for at least ten (10) consecutive years.
2. Proposers must have operation and maintenance experience with advanced potable water treatment facilities, including wellfields and transmission mains/systems. Experience with RO potable water treatment facilities is preferred.
3. Proposers shall have existing full-service public-private contracts for the operation, maintenance, and management of potable water treatment and transmission facilities that have been in effect for at least five (5) consecutive years and have demonstrated experience under one or more contracts operating facilities that are permitted at 5 MGD or higher and comparable in complexity to the PRWC facilities.
4. Proposers must have a strong record of health, safety, and environmental compliance based on the Respondent's current Occupational, Safety, and Health Administration (OSHA) recordable rate, experience modification rate (EMR), and information about any health, safety, or environmental violations within the last five (5) years.
5. Proposers shall have experience implementing management programs in full-service public-private contracts for the operation, maintenance, and management of treatment facilities.
6. Proposers shall have experience in successfully implementing risk management and emergency response plans.
7. Proposer shall have at least five (5) current projects that Proposer currently provides continuing services similar to the continuing services specified herein.
8. The Proposers Operations Manager(s) shall have at least ten (10) years of experience in water utility operations including demonstrated experience under one or more contracts operating facilities that are permitted at 5 MGD or higher and comparable in complexity to the PRWC facilities. Experience with RO potable water treatment facilities is preferred.
9. The Proposers Maintenance Manager(s) shall have at least ten (10) years of experience in water and

wastewater utility operations including at least five (5) years of experience as a Maintenance Manager for a project(s) comparable in complexity to the PRWC facilities. Experience with RO potable water treatment facilities is preferred.

Proposal / Submittal Format:

Proposal submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this solicitation. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. The minimum font size used should be 11 point. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested.

Proposal submittals should be developed in a "tab" or "three (3) ring binder" format for ease of printing and distribution to the selection committee. Each submittal should be an electronic document that contains the following:

Tab 1: Introduction (Pass/Fail)

Items (a) through (e) of Tab 1 should be submitted on a maximum of two (3) pages.

A failing score for this tab may be assigned to the proposal if basic qualifications 1 and 2 above (licensure and TPO service provider years in business) are not clearly established. Proposals receiving failing scores for Tab 1 may be adjudged unresponsive and removed from further consideration for an award of contract.

- (a) Company name, owner, address, telephone number, fax number & email address.
- (b) State the number of years in business.
- (c) State the number of full-time employees.
- (d) Volume of work during each of the last five (5) calendar years.
- (e) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.
- (f) Provide documentation showing proper incorporation, proper registration, payment of local business tax, and authorization to do business in the State of Florida.
- (g) If a joint venture or prime/subcontractor arrangement of two firms is proposed, provide a written explanation indicating how the Scope of Services will be distributed between the partners/contractors.
- (h) If the proposer is a joint venture or an arrangement of two firms is proposed, a Joint Venture Agreement or Prime/Subcontractor Contract must be provided with the proposal submittal.
- (i) Brief executive summary.

Tab 2: Approach to Facilities Operations and Maintenance (30 Points)

Items (a) through (c) of Tab 2 should be submitted on a maximum of eight (8) pages.

- (a) Describe your approach to supporting long-term life cycle efficiency and operability in the context of working with the CMAR and Engineer. Cite examples of where your firm was able to provide input/recommendations during the design phase that resulted in significant operational cost savings for the client.

- (b) Describe in sufficient detail and clarity the operations, maintenance, and management strategies and approach to accomplish the work identified in the Scope of Services. Describe methodologies including best practices and benchmarks to be used and a description of required reports and deliverables. At a minimum, the approach must cover regulatory compliance, operation and maintenance, repair and replacement, asset management, odor mitigation, biosolids management, laboratory sampling and analyses, quality control/quality assurance, cost control, safety, and emergency response and preparedness.
- (c) Provide with sufficient detail and clarity, the approach to implementation of routine, preventive, and emergency maintenance for a water supply wellfield, potable water treatment plant, and related transmission facilities including suggested methodology for allocating funding. Likewise, provide with sufficient detail and clarity, on the team's approach to assisting the PRWC with planning and implementation of capital improvements including suggested methodologies for funding required improvements.

Tab 3: Contract Operations and Maintenance Experience (30 points)

Items (a) and (b) of Tab 2 should be submitted on a maximum of six (6) pages.

- (a) Describe your experience with pre-construction and construction phase/commissioning services for the design and start-up of a new potable water production facility that includes wellfields and transmission systems/mains. Include a discussion on the value added by your firm during the design phase of a project.
- (b) Describe your experience in operating and maintaining facilities comparable in complexity to the PRWC facilities. Discuss any specific issues related to operating and maintaining a base load water supply, treatment, and transmission system. Describe your experience with asset management including CMMS solutions and utility asset planning and analytics. Include any permit compliance related experiences or challenges for this type of facility.
- (c) Provide a description of five (5) current projects/contracts where your firm successfully provided full-service public-private contracts for operation, maintenance, and management of potable water, wastewater, and/or reclaimed water facilities. Emphasis should be placed on projects/contracts similar in type, size, and complexity to the PRWC facilities. Respondent shall include reference's contact information, annual costs for operation and maintenance, and capital expenses within the scope of the contract as well as a description of past performance. For each of the five (5) reference projects cited, please provide:
 - (1) Name and location of the project/facility.
 - (2) The nature of the firm's responsibility on the project/facility.
 - (3) Project/facility owner's representative name, address, and phone number.
 - (4) Effective date and end date of the contract.
 - (5) Size of project/facility (capacity), including total operations and maintenance staff.
 - (6) Annual costs for operation and maintenance.
 - (7) Proposed Operations Manager(s), Maintenance Manager(s), and other key staff involved in the project/facility.
 - (8) Listing of all permit/regulatory violations including associated fines and required mitigation measures.

Tab 4: Staffing Plan (20 Points):

Tab 4 should be a maximum of five (5) pages, exclusive of the requested resumes.

- (a) Describe your approach to ensuring adequate staffing of the Projects including the number of staff required to perform the Scope of Services.
- (b) Provide an organizational chart of the firm's team highlighting the key individuals who will be assigned to the Southeast Wellfield Project and West Polk LFA Wellfield Project.
- (c) Provide brief resumes of key personnel to be assigned to these Projects including, but not limited to the items in (d) below. (Maximum one (1) page per resume.)
- (d) Identify project-related capability of in-house staff and indicate adequate depth and abilities of the organization to draw upon additional staff as needed. This will include management, technical, and support staff.
 - (1) Name and job classifications.
 - (2) Job assignment for other projects/facilities.
 - (3) How many years with this firm?
 - (4) How many years with other firms?
 - (5) Experience:
 - (i) Types of projects/facilities.
 - (ii) Size of projects/facilities (capacity).
 - (iii) What were the specific project/facility involvements?
 - (6) List degrees, certifications, and registrations.

Tab 5: Is the Firm a "Certified Woman or Minority Business Enterprise"? (5 Points)

The PRWC is committed to encouraging the use of Women and Minority Business Enterprise ("W/MBE") entities as and by PRWC vendors. To that end, the PRWC encourages contractors to utilize W/MBE subcontractors where at all possible, regardless of the contractor's certification status. The 5 points will be awarded if the proposer is a W/MBE, and points will not be awarded for a qualifying subcontractor.

Five (5) points will be allocated for this tab if the Proposer is a W/MBE as evidenced by providing documentation of the firms' W/MBE status from one of the following entities:

- Florida Minority Supplier Development Council
- Women Business Enterprise National Council
- The State of Florida Office of Supplier Diversity
- Florida Department of Transportation
- U. S. Small Business Administration
- Federal Aviation Authority
- Other Florida governmental agencies

Certifications from other Florida governmental agencies will be considered on a case-by-case basis. The firm must list the details of how certified to enable the reviewer to easily determine said certification.

Tab 6: Surveys of Current Performance (15 Points)

Provide reference surveys from clients for the projects identified by the proposer in Tab 3. Refer to **Exhibit "D"** for detailed instructions on how to prepare and send surveys of past performance

The average points received across all survey score categories in all past client surveys submitted will be scored for PRWC selection purposes as follows:

o	Average Score between 9-10:	15 Points
o	Average Score between 7-8:	12 Points
o	Average Score between 5-6:	9 Points
o	Average Score between 3-4:	6 Points
o	Average Score between 1-2:	3 Points
o	Average Score of 0:	0 Points

The Cooperative may summarily reject any proposal with an average score between 1-2 or 0 on Tab 6.

Submittal of Proposals

Proposal submittal instructions are provided above by the City of Lakeland

For purposes of this solicitation, the time and date of filing of responses shall be measured in the ordinary time for Lakeland, Florida, United States of America, using the clock designated by the Procurement Officer. The delivery of the Proposer’s response to Purchasing prior to the specified date and time is solely the responsibility of the Proposer. Neither the City nor the Cooperative shall be responsible for any error or untimeliness in the delivery or transmittal of a proposal, nor for any error in connecting to or downloading solicitation documents, including addenda, from the City’s system.

Any submittal may be withdrawn by providing written notice to the City’s Purchasing Manager prior to the above submittal deadline.

Selection Criteria:

Proposals will be evaluated in accordance with this section and all applicable City and Cooperative Purchasing policies and procedures. This Solicitation shall be governed by Sections 255.103, 255.20, and 287.055 of the Florida Statutes. See Florida Attorney General Opinion 2017-02. All terms and conditions of this proposal and the submittals received shall be interpreted under governing Florida law.

The Cooperative’s Southeast Wellfield Project Board (“Project 1 Board”) and the Cooperative West Polk LFA Project Board (“Project 2 Board”) both shall participate in a mutually agreeable process and jointly appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring the Proposals in accordance with this Section. The Cooperative will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score the Proposals as applicable.

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

Elevation Level 1 (Procurement Requirements Assessment):

The City’s Purchasing Manager or designee will distribute Proposals and evaluation criteria to the Selection Committee.

The City’s Purchasing Manager or designee shall determine the “Pass” or “Fail” status of each proposal based on whether the proposer clearly establishes basic qualifications 1 and 2 for the Prime Contractor (Tab 1)

The City’s Purchasing Manager or designee shall also review all Proposals for conformance with the guidelines and detailed submittal requirements stated in this solicitation. Proposals that are patently non-conforming, that do not contain detailed submittal requirements, that are missing elements of information specifically required in this solicitation, or that contain false statements, may be adjudged non-conforming and unresponsive and be removed from further consideration.

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

The removal of non-conforming or unresponsive Proposals from further consideration and the elevation of conforming Proposals to Elevation Level 2 shall be at the sole discretion of the Cooperative and its agents and committees.

Elevation Level 2 (Scoring and Ranking):

Points for scoring and ranking shall be determined as follows:

- (a) Each Proposal will be scored by the members of the Selection Committee and reviewed by the Purchasing Manager or designee based on the following evaluation criteria:

• W/MBE Certification (Tab 5)	5 Points
• Surveys of Past Performance (Tab 6)	<u>15 Points</u>
	20 Points

The Members of the Selection Committee will assign points subject to the Purchasing Manager or designee points will be assigned to proposers based on the objective criteria for evaluation of Tabs 5, 6, and 7 as announced in this solicitation.

- (b) Each Proposal will also be scored by members of the Selection Committee based on the following evaluation criteria:

• Approach to Facilities O&M (Tab 2)	30 Points
• Contract O&M Experience Resources (Tab 3)	30 Points
• Staffing Plan (Tab 4)	<u>20 Points</u>
	80 Points

Selection Committee member points shall be determined as follows:

First, each Selection Committee member will review the proposal and assign one of the following scoring description categories to each evaluation criterion tab:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite.

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

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

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

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

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

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

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all

supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

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

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

UNACCEPTABLE (0.0):

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

Second, after a Selection Committee member has determined the scoring description category applicable for each evaluation criterion tab, the total points assigned to each criterion in this solicitation shall be multiplied by the factor associated with the applicable description to produce the number of points given to the Proposer by the member.

Once the Purchasing Manager or designee receives all of the reviews from the Members of the Selection Committee, the ranking will be determined in order of the rankings received from the Members of the Selection Committee.

Elevation Level 3 (Proposer Interviews):

The Selection Committee may elect to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. Alternatively, the Selection Committee may be required by the PRWC Board of Directors to conduct interviews of Proposers that the Board has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, Selection Committee members will have an opportunity to inquire of the elevated Proposer about any aspect of the solicitation and the Proposer's Proposal.

Proposers may make a presentation during an interview describing the key elements of their Proposal and/or addressing any specific topics the Selection Committee may determine necessary to advise of in advance. If a presentation is made, the person or firm presenting shall have 15 minutes to set up any audio/video or other equipment that is necessary for the presentation. The presentation shall not exceed 60 minutes in length. The selection committee shall thereafter have at least 30 minutes to ask questions of the presenter(s), and the person or firm presenting shall have 15 minutes to disassemble any equipment and leave the presentation. If the persons or firms presenting will rely on audio/video equipment at the facility hosting the oral presentations, it is their responsibility to make arrangements with the host facility to ensure compatibility. Proposers intending to make a presentation during an interview may submit to the Cooperative a summary of what will be presented using no more than five (5) pages at least ten (10) business days before the date of the interview.

At the discretion of the selection committee, presentations may be provided virtually or through electronic communications technology. The web-based software platform or other communications media technology employed will be chosen at the selection committee's sole discretion.

After the interviews are complete, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. The City's Purchasing Officer shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given to each Proposer. The Selection Committee

members will then collectively decide if they would like to recommend the PRWC Board of Directors authorized a negotiations representative or team to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer, or recommend rejection of all bids. After approval to authorize negotiation of a contract or contracts is given, the highest-ranked Proposer for each individual Project will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations):

If a Proposer is elevated to this level, the designated negotiations representative or team shall negotiate an Agreement with the elevated Proposer. The selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the Proposer.

If, after negotiating for a reasonable time period, the negotiations representative or team and the Proposer cannot agree on the terms of a contract, the PRWC may terminate further contract negotiations with that Proposer and move to the next highest ranked proposer. The negotiations representative or team shall notify the PRWC Board of Directors that contract negotiations with the elevated Proposer have terminated. The PRWC Board of Directors shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the PRWC Board of Directors decides not to engage in contract negotiations with the next-highest-ranked Proposer, and so on, or if the Board of Directors determines there is no other Proposer with whom the PRWC can successfully negotiate a contract, then this solicitation shall be terminated.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the responsible Project Administrator shall present each of the Project Boards with the terms and conditions of the suggested negotiated agreement. The Project Boards shall, in their individual sole discretion, make the final decision whether to enter into an agreement with a Proposer pursuant to this solicitation.

Cooperative to Judge Proposals and Agreements

The PRWC shall be the sole judge of proposals and resultant negotiated agreements. Any decisions made by the Cooperative shall be in its best interest and likewise deemed final.

FDEP, SRF, and SWFWMD Procurement Compliance

The Cooperative intends to fund the purchase of services in this RFQ using funds obtained from FDEP as part of the SRF program, and funds obtained from SWFWMD.

The Supplementary Conditions for Formally Advertised Construction Procurement published by FDEP/SRF and last revised in April 2017 are incorporated into this RFQ as Exhibit "E".

The Supplementary Conditions for Formally Advertised Materials/Equipment Procurement published by FDEP/SRF and last revised in April 2017 are incorporated into this RFQ as Exhibit "F".

The "American Iron and Steel Guidance document" is incorporated into this RFQ as Exhibit "G".

The "FDEP Grant Agreement Terms and Conditions" is incorporated into this RFQ as Exhibit "H".

Memorandum No. 157 from the U.S. Department of Labor dated December 9, 1992, is incorporated into this RFQ as Exhibit "I".

LIST OF RFQ DOCUMENTS

As of the date of issuance, this RFQ consists of the following:

1. Exhibit "A" – Southeast Wellfield Preliminary Design Report.
2. Exhibit "B" – West Polk LFA Preliminary Design Report
3. Exhibit "C" - Funding agreements and requirements
4. Exhibit "D" - Detailed Instructions on how to Prepare and Send Performance Surveys
5. Exhibit "E" – Federal Requirements (with Telecomm)
6. Exhibit "F" - Supplementary Conditions for Formally Advertised Construction Procurement
7. Exhibit "G" - Supplementary Conditions for Formally Advertised Materials/Equipment Procurement
8. Exhibit "H" - American Iron and Steel Guidance Document
9. Exhibit "I" - FDEP Grant Agreement Terms and Conditions
10. Exhibit "J" - Memorandum No. 157 issued by the U.S. Department of Labor dated December 9, 1992
11. Figures

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the purchasing of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (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, or plea of guilty or nolo contendere to, any violation of chapter 893 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.

DATE

NAME OF FIRM

TELEPHONE NUMBER

STREET ADDRESS

VENDOR'S SIGNATURE

CITY STATE ZIP

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

CITY OF WINTER HAVEN WILL NOT INTENTIONALLY AWARD CITY 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").

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

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

Company Name: _____

Signature Title Date

STATE OF: _____

COUNTY OF: _____

The forgoing instrument was signed and acknowledged before me this _____ day of _____,
20____, by _____ who has produced
Print or Type Name

_____ as identification
Type of Identification and Number

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

Name

(1) He is _____ of _____, the bidder
Title Company

that has submitted the attached bid.

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

(4) Neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and

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

Name

Title

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Signature

Notary Name

My commission expires _____

INSURANCE REQUIREMENTS

RFQ Third Party Contract Operator for the Polk Regional Water Cooperative Phase 1

The City of Lakeland (“Lakeland”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined), and Lakeland, as a courtesy, is assisting the Polk Regional Water Cooperative (the “Cooperative”).

Such Agreements shall contain at a minimum risk management/insurance terms to protect Lakeland’s and the Cooperative’s interests and to minimize their potential liabilities. Accordingly, the following minimum requirements shall apply:

COOPERATIVE DEFINED

The term Cooperative (wherever it may appear) is defined to mean the Polk Regional Water Cooperative itself, its Directors, employees, volunteers, representatives, agents, and members (including the members’ Commissions and Counsels, employees, volunteers, representatives, and agents).

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the Cooperative and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The Cooperative may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the Cooperative.

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the Cooperative, on policies and with insurers acceptable to the Cooperative, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The Cooperative does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities but are merely minimums.

"Except for Workers’ Compensation and Professional Liability, the Other Party's insurance policies shall be endorsed to name the Cooperative as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Cooperative for liability arising out of the

operations of this agreement."

Except for Workers' Compensation, the Other Party waives its right of recovery against the Cooperative, to the extent permitted by its insurance policies.

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

The Other Party's deductibles/self-insured retentions shall be disclosed to the Cooperative and may be disapproved by the Cooperative. They shall be reduced or eliminated at the option of the Cooperative. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Cooperative shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the Cooperative, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the Cooperative or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and "**Products and Completed Operations**" coverage. The policy shall be endorsed to state the general aggregate limit of liability shall apply separately to this contract.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the Cooperative's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000.00 Single limit each occurrence
	\$1,000,000 Personal and advertising injury
	\$2,000,000 general aggregate
	\$2,000,000 products and completed operations aggregate

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000.00 Combined Single limit
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Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the Employer's Liability, Commercial Automobile Liability, and Commercial General Liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$1,000,000.00

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the Cooperative shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the Cooperative at least 15 days prior to coverage renewals.

If requested by the Cooperative, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Cooperative, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Cooperative, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

INSURANCE REQUIREMENTS

RFQ Third Party Contract Operator for the Polk Regional Water Cooperative

Phase II

The City of Lakeland (“Lakeland”) from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined), and Lakeland, as a courtesy, is assisting the Polk Regional Water Cooperative (the “Cooperative”).

Such Agreements shall contain at a minimum risk management/insurance terms to protect Lakeland’s and the Cooperative’s interests and to minimize their potential liabilities. Accordingly, the following minimum requirements shall apply:

COOPERATIVE DEFINED

The term Cooperative (wherever it may appear) is defined to mean the Polk Regional Water Cooperative itself, its Directors, employees, volunteers, representatives, agents, and members (including the members’ Commissions and Counsels, employees, volunteers, representatives, and agents).

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counter-party to the Agreement with the Cooperative and any of such Other Party’s subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The Cooperative may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the Cooperative.

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the Cooperative, on policies and with insurers acceptable to the Cooperative, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The Cooperative does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party’s interests or liabilities, but are merely minimums.

"Except for Workers’ Compensation and Professional Liability, the Other Party's insurance policies shall be endorsed to name the Cooperative as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Cooperative for liability arising out of the operations of this agreement."

Except for Workers' Compensation, the Other Party waives its right of recovery against the Cooperative, to the extent permitted by its insurance policies.

INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

The Other Party's deductibles/self-insured retentions shall be disclosed to the Cooperative and may be disapproved by the Cooperative. They shall be reduced or eliminated at the option of the Cooperative. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Cooperative shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the Cooperative, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the Cooperative or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage**. The policy shall be endorsed to state the general aggregate limit of liability shall apply separately to this contract.

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the Cooperative's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$5,000,000.00 Single limit each occurrence
	\$1,000,000 Personal and advertising injury
	\$5,000,000 general aggregate
	\$5,000,000 products and completed operations aggregate

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000.00 Combined Single limit
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

Excess Liability: This insurance shall protect the Other Party and the additional insured against all claims in excess of the limits provided under the Employer's Liability, Commercial Automobile Liability, and Commercial General Liability policies. The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability.

The liability limits shall not be less than: \$10,000,000.00

ADDITIONAL INSURANCE

Additional Insurance: The City requires the following types of insurance.

Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the Cooperative shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the Cooperative at least 15 days prior to coverage renewals.

If requested by the Cooperative, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Cooperative, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Cooperative, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

Indemnification Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the Cooperative and its Members (see Annex "A" Below), their officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of gross negligence or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the Cooperative, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the Cooperative, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders, and other work performed by the Polk Regional Water Cooperative for the time period of not more than five (5) years.**

_____ to _____
(Date) (Date)

(OR)

_____ **Agreement is limited to Bid #, Purchase Order #, Requisition # _____, or**

Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to

waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Revised Date: January 3, 2019

Indemnification Agreement (cont'd)

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the Cooperative and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Cooperative or of any

person relating to or affecting the work of which Contractor has knowledge at the time.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Name of Organization

Signature of Owner or Officer

E-Mail Address

STATE OF: _____

Organization Phone Number

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of [] physical presence [] online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, a _____. Who [] is personally know to me or [] has produced _____ as identification, and did _____ / did not _____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

POLK REGIONAL WATER COOPERATIVE

BY: _____
Eric DeHaven, Executive Director

DATE _____

Revised Date: October 20, 2021

ANNEX A

POLK REGIONAL WATER COOPERATIVE MEMBER GOVERNMENTS

City of Auburndale

City of Bartow

City of Davenport

Town of Dundee

City of Eagle Lake

City of Fort Meade

City of Frostproof

City of Haines City

City of Lake Alfred

Town of Lake Hamilton

City of Lakeland

City of Lake Wales

City of Mulberry

City of Polk City

Polk County Government

City of Winter Haven

SPECIFICATION SAFETY REQUIREMENTS (Revised January 2021)

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictates. NOTE: All Cooperative project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Contractors and/or Subcontractors.

I. GENERAL

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Contractor shall also comply with federal, county, and local, or any other agency's rules and regulations regarding safety.
- B. The Cooperative's safety personnel or any Cooperative member may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the Cooperative; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The Cooperative reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Contractor agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the Cooperative that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the Cooperative be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the Cooperative for any act or failure to act in respect to the safety provisions of this Agreement.

II. SAFETY EQUIPMENT

All Cooperative safety policies and procedures will be strictly adhered to and enforced by the Cooperative, which may include work stoppage or removal of Contractor and/or personnel. Should the Cooperative wish to do so, it may adopt the City of Lakeland's safety policies and procedures. Such policies and procedures are available upon request. These safety regulations include, but are not limited to:

- A. All persons on Cooperative property will wear industrial safety glasses with affixed side shields at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped.
- B. All persons on Cooperative property will wear an approved hard hat in good repair at all times, except when in an office building or construction trailer, in the enclosed cab of a motor vehicle, or during a break period when all work has stopped. Bump hats, or "cowboy style" hard hats are not acceptable at any time.
- C. All persons on Cooperative property and in an area where the noise level exceeds 85db must wear hearing protection that complies with ANSI S3.19-74 (ear muffs and/or approved ear plugs with an NRR of at least 30). This includes areas where noisy equipment is in use (i.e. jack hammers, electric or air drills, heavy equipment with open cabs, pipe cutting saws, etc.) and in a plant environment where posted.

- D. Sport or athletic-type style shoes are NOT considered a suitable work shoe and are not acceptable as work shoes at this location. Suitable work shoes will should have hardened toes and shanks constructed of either steel or composite material.
- E. Work conducted in an elevated position will require that:
1. Any person on Cooperative property working on or in an elevated location (four feet above ground level) regardless of the installation of handrails or guardrails must wear safety harness and be tied off with a lanyard to a fixed object or support that will restrict that person's fall to a "minimum distance". (29CFR 1910.66 applies to all cases)
 2. Any person working from an electrical-line bucket truck will have in use the appropriate fall protection device.
 3. Any person on a pole or otherwise elevated position shall utilize the appropriate gaffs, harness or otherwise appropriate fall protection.
 4. Compliance with 29CFR 1910.269 is required. Distance requirements as detailed in this standard to energized lines must be adhered to.
- F. Any person on Cooperative property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
- G. Respiratory Protection:
- (1) Contractors are required to comply with 29 CFR 1910.134 and all of its provisions. This includes ensuring appropriate medical exams and fit testing is conducted on an annual basis.
 - (2) If cutting or mixing concrete or any other material known to contain silicon dust, respiratory protection of at least an N95 rated mask or wetting of the dust to prevent aerosolization is required.

Where vehicular and/or pedestrian traffic is affected:

1. Maintenance of Traffic

The Contractor shall conduct his work so as to interfere as little as possible with public travel, whether vehicular or pedestrian. Whenever it is necessary to cross, obstruct, or close roads, driveways, and walks, whether public or private, the Contractor shall, at his own expense, provide and maintain suitable and safe detours or other temporary expedients for the accommodation of public and private travel, and shall give reasonable notice to owners of private drives before interfering with them. Such maintenance of traffic will not be required when the Contractor has obtained permission from the owner and tenant of private property, or from the authority having jurisdiction over public property involved, to obstruct traffic at the designated point.

2. Barricades and Lights

All streets, roads, highways, and other public thoroughfares, which are closed to traffic, shall be protected by effective barricades on which shall be placed acceptable warning signs. Barricades shall be located at the nearest intersecting public highway or street on each side of the blocked section and all other positions required by applicable standards.

All barricades and obstructions shall be illuminated by means of warning lights from sunset to sunrise. Materials stored upon or alongside public streets and

highways shall be so placed, and at the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction thereover.

All Contractor owned or controlled vehicles and/or equipment which will be operated on or within ten (10) feet of the roadway will be equipped with a minimum of one amber 360 degree Class I warning device. This device must meet minimum standards for utility construction purposes such as a minimum of 500,000 candlepower and visible from 360 degrees of mounting. The warning device(s) must be in operation at all times that a vehicle/equipment is on the roadway or within the ten (10) feet of runoff area and not in a "normal" travel status.

All personnel, when working within fifteen (15) feet of the roadway, for fifteen (15) minutes or more must wear approved FDOT reflective vests.

3. Damage to Existing Property

The Contractor will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the Cooperative, unless otherwise addressed in the Contract.

III. TOXIC SUBSTANCES

The Contractor shall be responsible for compliance any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all Subcontractors the Contractor brings on or causes to be on the project site, inclusive of pesticides and/or herbicides.

The Contractor shall, between receiving the Contract and coming on the project site to begin work, provide the Cooperative's field representative with affidavits and/or training documents stating that ALL personnel the Contractor brings on, or causes to be on the project site, have been given training or possess the appropriate licenses (if required) on any toxic substances said personnel will be working with or may be exposed to while working at the job site.

The Contractor shall provide/give to the Cooperative's field representative a copy of manufacturer's MSDS or SDS (as appropriate) for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Contractor or Subcontractor prior to the substance(s) being delivered to the Cooperative's property.

The Contractor and/or Subcontractor must be provided MSDS(s) or SDS's (as appropriate) which is / are in the possession of the Cooperative upon receipt of a written request. The Cooperative may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.

Before any work shall begin, the Contractor shall arrange a meeting to advise Cooperative's field representative about safety and any dangers Cooperative employees will be subjected to, due to the presence of chemicals on the project site.

IV STORMWATER DRAINAGE AND SURFACE WATER PROTECTION

The Contractor shall comply with all applicable ordinances, rules, and regulations restricting the introduction of non-stormwater discharges to the Cooperative's municipal separate stormwater system (MS4) and/or surface water bodies, including: the Code of Ordinances of Lakeland, Part II, Section 86; Polk County Ordinance 93-06; and, the Lakeland Land Development Regulations, Article 6.

- A. The Contractor is prohibited from placing, depositing, or dumping of any dirt, sweepings, filth, slops, litter, loose materials, water, grease, slippery materials, etc. in or upon any street, highway, alley, sidewalk, park, lake, or other public place in the Cooperative.
- B. The Contractor will develop and implement a plan to utilize best management practices (BMPs), including, but not limited to, treatment methods and practices, to control polluted runoff, spillage, leaks, sludge, waste, or runoff from raw material to prevent flooding and/or adverse impacts to the natural resources of the Cooperative, and ensure the elimination of pollutants discharging to the MS4 and/or any surface water body during construction and maintenance activities. To the maximum extent possible, the Contractor will utilize schedules of activities, prohibitions of practices, maintenance procedures, and other management activities to prevent or eliminate pollutants from entering the MS4 or being discharged to surface water bodies.
- C. The Contractor will utilize proper erosion, liquid and sediment control measures; provide inlet protection for storm drains and drainage conveyances, ponds, and easements; and, take all reasonable precautions to contain runoff on-site and eliminate illicit discharges to the MS4 and/or surface water bodies. Illicit discharge includes, but is not limited to, any spilling, leaking, seeping, pouring, emitting, emptying, or dumping of materials, rinsewater, or waste products into the MS4 and/or surface water bodies of the Cooperative or any other agency having jurisdiction.

V. TRENCHING AND EXCAVATION

Trenching and excavation operations shall comply with the OSHA 29CFR 1926 Subpart P final rule and the State of Florida Trench Safety Act.

- A. Where Contractor work may interfere with other utilities, the Cooperative and Cooperative's Safety Division shall be notified prior to all encroachments unless otherwise addressed in the Contract. The contractor is responsible for coordinating with the appropriate agency (Sunshine One-Call/ #811) for any and all locates.
- B. The Cooperative has identified certain areas within its operations which are regulated by OSHA 29CFR 1910 Subpart Z. If the Contractor's work involves these affected areas, the Cooperative requires prior to commencement of Contractor work that applicable and acceptable written compliance programs and documented certification/qualifications be provided to the Cooperative, management, and safety personnel.

VI. CONFINED SPACE

- A. Contractor shall provide documentation to the Cooperative of any person who testifies to the level of Confined Space training the contract personnel have completed. In addition, if only contract employees are to enter the confined space, contractors are responsible for air monitoring of the space. Further, the contractor must ensure that rescue personnel are available prior to entry. Therefore the contractor is responsible for providing all necessary equipment in order to perform confined space operations. This includes providing appropriate air monitors with documentation indicating a calibration date of no more than 30 days prior to entry.

- B. Contractor shall familiarize themselves and abide by the published Cooperative Confined Space procedure and permit system. The contractor is responsible for training their personnel on the provisions contained in this published procedure.

VII. HOT WORK

Any and all hot work (defined as burning, brazing, welding, grinding, or soldering) performed by the contractor shall be conducted in accordance with the Cooperative published Hot Work procedures and permit system, or the Cooperative's adoption of the City of Lakeland's procedures.

VIII. UNDERGROUND UTILITY WORK

- A. The contractor is also responsible for any and all locates for underground utilities and for systems. This may be accomplished by contacting Sunshine State One-Call at 1-800-432-4770.

IX. PLANT SITE EMERGENCY CONDITIONS

- A. In the event a contractor is working of a Cooperative of Plant Site which is already operational and a plant site emergency condition (i.e. major fire, hazardous fluid/gas leak, bomb threat, etc.) occurs, the Contractor and the Contractor's employees shall follow all instructions issued by the Cooperative's designated personnel in charge of the plant. Upon notification of plant site emergency, the Contractor and all contract employees shall evacuate to the Contractor's parking lot. The Cooperative's personnel will issue further instructions to the Contractor indicating when the Contractor may return to the plant site.
- B. All contractors who perform services at a fresh water plant or in the vicinity of these areas (within 1000 feet of fence line) shall ensure their personnel are made aware of the presence of **chlorine**. This employee awareness must include chemical properties, site, sound and symptoms related to exposure and the emergency signal and procedure used at the facility in the event of a release.
- C. All Contractors personnel shall be required to undergo **chlorine** safety training to be provided by the Cooperative (required for each member's facility) should gaseous **chlorine** be utilized at the work location. The Cooperative will provide one training session and thereafter the Contractor shall be responsible for conducting the training using materials provided by the Cooperative. Contractor shall supply proof of completion of training to the Cooperative prior to any personnel reporting to the site.
- D. All Contractors personnel shall be required to undergo **anhydrous ammonia** safety training to be provided by the Cooperative (required for each member facility) should gaseous **anhydrous ammonia** be utilized at the work location. The Cooperative will provide one training session and thereafter the Contractor shall be responsible for conducting the training using materials provided by the Cooperative. Contractor shall supply proof of completion of training to the Cooperative prior to any personnel reporting to the site.

- X. **TRAINING DOCUMENTATION** in support of **OSHA** requirements shall be provided upon request.

- XI. **CONTRACTOR SHALL WITHIN 30 CALENDAR DAY** of notification of award of contract, and prior to commencement of work, shall provide to the Cooperative's Safety Division, the Contractor's written safety compliance program(s) applicable to the contract.

- XII. **CURRENT INDEPENDENT CERTIFICATION** for any Contractor-provided bucket truck to be used for the provision of services of this Contract shall be provided to the Cooperative's Safety Division prior to use of said bucket truck.

XIII ENERGIZED SYSTEMS

Strict adherence to the table of distances to energized systems is mandatory. Unless otherwise specified by the Cooperative, the contractor may not be any closer than 20-feet to energized systems.

ALL UNQUALIFIED PERSONNEL SHALL NOT GET CLOSER THAN 20 FEET (ENCROACHMENT) ENERGIZED EQUIPMENT OR AREAS

XIV STORM PREPAREDNESS

- A.** Pre-Storm – CMAR shall submit to the Cooperative its emergency contact list and an emergency action plan.
- B.** Evacuation Stage – When a hurricane or a tropical storm is imminent, deliveries shall be halted and completed construction and materials protected from storm effect and ensure there are no loose materials or objects that can be used as projectiles. CMAR shall review its preparedness with the Cooperative and assure that it has adequate builder’s risk coverage that will cover storm damage.
- C.** Post Storm – CMAR shall assure that all is well and take all emergency action needed to open the site back up for construction. If necessary CMAR should make use of specialty contractors, fire, and police services. CMAR shall review the storm and its affect on the work with the Cooperative.

XV. ADDITIONAL REQUIREMENT:
