

**AGREEMENT FOR FORECASTING, DETECTION, AND MITIGATION OF
HARMFUL ALGAL BLOOMS AND RELATED SERVICES**

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and GISJane LLC (the "Firm"), a Florida Limited Liability Company, 6673 10TH Ave. North, St. Petersburg, FL 33710, and whose Federal Employer Identification Number is 86-3150988.

WHEREAS, the Firm has considerable expertise in the forecasting, detection, and mitigation of harmful algal blooms; and

WHEREAS, the County desires to employ the Firm to provide forecasting, detection, and mitigation of harmful algal blooms services to the Polk County Parks and Natural Resources Division; and

WHEREAS, the County has solicited for these Firm services via an advertised request for proposal ("RFP 25-285") and received a responsive proposal thereto; and

WHEREAS, after review and consideration of the responsive proposal, the County intends to engage the Firm to provide forecasting, detection, and mitigation of harmful algal blooms; and

WHEREAS, the Firm is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Firm hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement is anticipated to be for two (2) years, but will continue until completion of the Services to the County's satisfaction, whichever is sooner, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Firm Services

2.1 The County does hereby retain the Firm to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request

for Proposals RFP #25-285, to include all attachments and addenda, (ii) the Firm's responsive proposal, and (iii) Scope of Services thereto (collectively, (i), (ii), and (iii) are "RFP 25-285"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Firm a lump sum fee of \$300,000.00 in accordance with the tasks set forth in Exhibit "Aiii" which is attached hereto and made a part of this Agreement.

3.1.2 All the Firm's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Firm shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Parks and Natural Resources Division
330 West Church Street
Bartow, Florida 33830
Attention: Parks and Natural Resources Director

3.1.4 The Firm will clearly state "Final Invoice" on the Firm's final/last billing for the Services rendered to the County. The Firm's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Firm hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Firm's performance of the Service or the County's acceptance of any work.

3.1.6 By its submission of an invoice, the Vendor's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.7 No CPI increases or other annual adjustments will be permitted for this Agreement.

4.0 Firm's Responsibilities

4.1 The Firm shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Firm's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Firm's performance or nonperformance of this Agreement. The Firm shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Firm's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Firm's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Firm for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Firm to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Firm. Upon receipt of such notice, the Firm shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Firm in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Firm shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Firm shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Firm requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Firm must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Firm utilizes any professional associates or subcontractors in the delivery of the Services then the Firm shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Firm shall not relieve the Firm of its obligations to the County under this Agreement.

10.0 Indemnification of County

Firm, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under this Agreement, (iii) any claim

for trademark, patent or copyright infringement arising out of the scope of Firm's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subcontractors, agents, and employees provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

11.1 The Firm shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG.

Workers Compensation. The Firm shall provide, pay for, and maintain statutory benefits, including those that may be required by any applicable state and federal statutes. For non-exempt vendors, Employers Liability in the amount of \$1,000,000.

11.2 The Firm shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences.

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

11.4 The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830.

11.5 All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII.

11.6 The Firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County.

11.7 In the event of any failure by the Firm to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Firm suspend Firm's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

12.0 Public Entity Crimes

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Firm, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Firm shall designate or appoint one or more Firm representatives who are authorized to act on behalf of and to bind the Firm regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Firm (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Firm is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Firm shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Firm shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County

to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Firm.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place

for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Parks and Natural Resources Division
330 West Church Street
Bartow, Florida 33830
Attention: Director

For Firm: GISJane, LLC
6673 10th Ave. North
St. Petersburg, FL, 33710
Attention: Jane Thompson

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Firm acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Firm under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

25.0 Firm Representations

25.1 The Firm hereby represents and warrants the following to the County:

25.1.1 Firm is a limited liability company that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Firm's performance under this Agreement will not violate or breach any contract or agreement to which the Firm is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Firm has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Firm now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Firm has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Firm has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Firm shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Firm is authorized to do so.

26.0 Default and Remedy

If the Firm materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Firm receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Firm, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Firm, then the Firm shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Firm the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE FIRM FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR

PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Firm of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the

means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Firm shall notify the County if any of the Firm's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Firm shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Firm shall remove without consequence to the County any of the Firm's contractors, sub-contractors, sub-Firms, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Firm's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Jane Thompson, Owner

Name: Dr. Byron Winston, Lead Scientist

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Firm shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When

delivering executed counterparts of this Agreement to the County, the Firm shall also deliver a completed and executed counterpart of the attached “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS” form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Wich Mader 12/2/2025
County Attorney's Office Date

ATTEST:

GISJane, LLC
a Florida limited liability company

By: Francisco Bohorquez
FRANCISCO. BOHORQUEZ
PRINT NAME

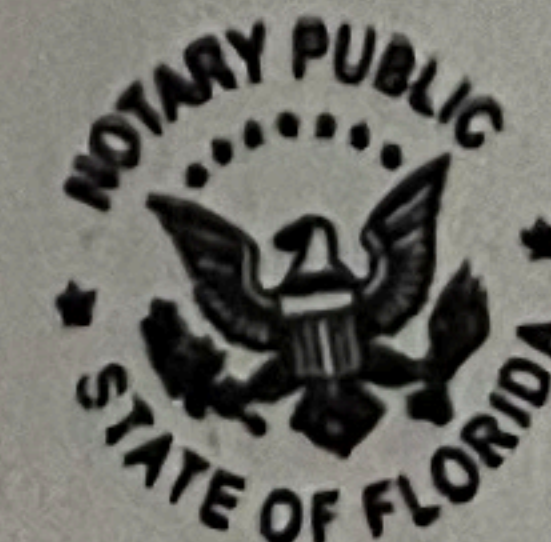
By: Jane E Thompson Jane E Thompson
Jane E Thompson
PRINT NAME

Witness
TITLE

Owner, Sole Proprietor
TITLE

Date: 12/10/25

SEAL



SHANNON BROADUS
Commission # HH 516070
Expires August 14, 2028

for
12/10/2025

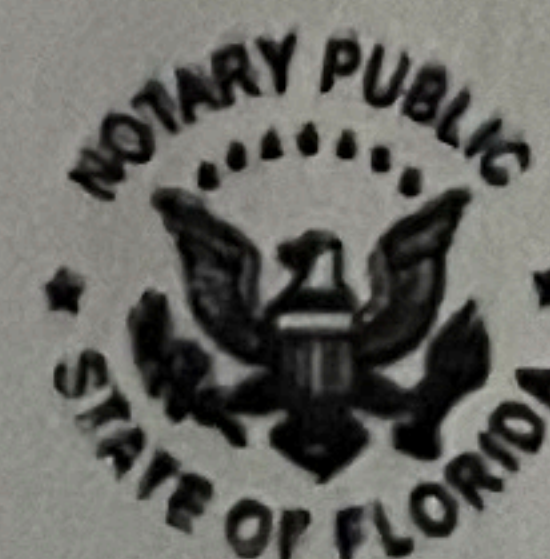
ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Pinellas

The foregoing instruments was acknowledged before me by means of ☒ physical presence or ☐ online notarization this December 10, 2025 (Date) by Jane Thompson (Name of officer or agent) as owner (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☒ has produced FL State ID as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/10/2025 (Date) Shannon Broadus (Official Notary Signature and Notary Seal) Shannon Broadus (Name of Notary typed, printed or stamped) Commission Number HH 516070 Commission Expiration Date 8/14/2028



SHANNON BROADUS
Commission # HH 516070
Expires August 14, 2028



SHANNON BROADUS
Commission # HH 516070
Expires August 14, 2028

12/10/2025

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-285, FORECASTING, DETECTION, AND MITIGATION OF HARMFUL ALGAL BLOOMS AND RELATED SERVICES

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

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM 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 POLK COUNTY.**

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

Company Name: GISJane, LLC

Signature: Jane Thompson & Jane Thompson

Title: Owner, Sole Proprietor

Date: 12/10/2025

State of: Florida

County of: Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2025, by Jane Thompson (name) as owner (title of officer) of GIS Jane (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced FL State ID as identification.

Notary Public Signature: Shannon Broadus

Printed Name of Notary Public: Shannon Broadus

Notary Commission Number and Expiration: HH 516070

(AFFIX NOTARY SEAL)

8/14/2028



SHANNON BROADUS
Commission # HH 516070
Expires August 14, 2028

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jane E Thompson (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

GISJane, LLC

NONGOVERNMENTAL ENTITY

Jane E Thompson
SIGNATURE

Jane E Thompson

PRINT NAME

Owner, Sole Proprietor

TITLE

12/10/2025

DATE

EXHIBIT “A”

Exhibit "Ai"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing forecasting, detection, and mitigation of harmful algal blooms services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-285, Forecasting, Detection, and Mitigation of Harmful Algal Blooms (HABs)

Description: Conduct studies on publicly accessible lakes to gain understanding of nutrient loading and HABs trends in Polk County and build a standard operating procedure to detect, monitor and mitigate HABs. All services must be performed in accordance with applicable Federal, State and Local regulations.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 11, 2025.

Bid Opening: Wednesday, June 11, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Monday, May 19, 2025, at 3:00 p.m. through a Zoom videoconference which can be accessed by using the link and info below.

Meeting link: <https://us02web.zoom.us/j/82382433591>

Meeting ID: 823 8243 3591

Passcode: 175917

To obtain a copy of the INV41 Grant Agreement, and other important documents please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 25-285, Harmful Algal Blooms.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email Brad Howard at bradhoward@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Brad Howard, Sr. Procurement Analyst, via email at bradhoward@polk-county.net or via fax at (863) 534-6789. All questions must be received by 4:00 p.m. on Thursday, May 29, 2025.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents.

Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 25-285

RFP Title: Forecasting, Detection, and Mitigation of HABs (FDEP)

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-285 Forecasting, Detection, and Mitigation of HABs Algal Blooms (FDEP)” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-285
RFP Title	Forecasting, Detection, and Mitigation of HABs
Due Date/Time:	June 11, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150 Bartow, Florida 33830

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

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County’s secure electronic submittal website, Kiteworks. Proposers must email bradhoward@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 25-285 Tab 1”

“RFP 25-285 Tab 2”

“RFP 25-285 Tab 3”

“RFP 25-285 Tab 4”

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

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

**REQUEST FOR PROPOSAL 25-285 - Forecasting, Detection, and Mitigation of
HABs**

Sealed proposals will be received in the Procurement Division, Wednesday, June 11, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Brad Howard, Sr. Procurement Analyst, via email at Brad.Howard@polkcountypa.com or via fax at (863) 534-6789. **All questions must be received by 4:00 p.m. on Thursday, May 29, 2025.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified vendors to provide forecasting, detection, and mitigation of HABs in waterways throughout Polk County.

Harmful algal blooms (HABs) pose significant threats to both human health and ecosystems, not only in Polk County but also worldwide. The proliferation of these blooms is largely attributed to the rising human population and the influx of nutrients into aquatic systems. As a result, new technologies have been developed in which managers can detect and even forecast HABs.

This project is wholly funded by the Florida Department of Environmental Protection (FDEP) Innovative Technology Grant Program #INV41 (see "Attachment 1 Grant Agreement") in response to the need to better understand HABs in the County. This project will satisfy all requirements of the innovative technology grant by developing an integrated approach for HAB prediction, monitoring, detection and mitigation and other associated grant deliverables. All requirements of the grant award are applicable to the Successful Proposer, subconsultants, and any material suppliers.

It is the intent of the County to enter into an agreement with one or more vendors.

Scope of Services

The Project will address samples collected from public access lakes and streams in Polk County, Florida. (See "Attachment 1, Figure 1" Location Map). Studies will be conducted on publicly accessible lakes, to gain a better understanding of nutrient loadings and HABs trends in Polk County. The successful Proposer will select and prioritize ten HAB study lakes, the County will review and give a final approval of the lakes selected prior to the study beginning. The goal is to use innovative technology to gain a better insight of HAB threats to Polk County, by creating baseline trends and distribution of HABs. This work provides the foundation for and will build the standard operating procedures to detect, monitor and mitigate HABs. The long-term goal would be to use the findings of this work to address additional waterbodies in Polk County. Innovative technology will be used in primary areas related to HAB: prediction of HAB will use multi-spectral camera with software, HydroCycle-PO4 sonde (or similar technology), YSI EXO2 deployable multi-parameter sondes, and Discrete Analyzer to detect nitrogen and phosphorus in ambient samples; detection of HAB species and toxins using a combination of FloCam Cyano (or similar technology) to identify cyanobacteria, ABRAXIS test kits to identify presence of toxins, and ABRAXIS ELISA or other comparable technology to quantify toxins or other similar methods; and WasteShark autonomous drone.

All project equipment will be procured by the County for the use in the study.

Task 1: Quality Assurance Project Plan: Develop, submit draft (Task 1a) and final (Task 1b) FDEP-approved Quality Assurance Project Plan (QAPP) prior to the commencement of project-related work. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled. QAPP must satisfy all FDEP grant requirements (see Attachment 1).

Deliverable Task 1a: Draft QAPP

Deliverable Task 1b: Final FDEP-approved QAPP

Task 2: Integrated Approach for HAB Prediction, Monitoring, Detection and Mitigation:

Development and Evaluation of SOPs and Techniques: Develop a comprehensive procedure to predict, monitor, detect, and mitigate HABs in central Florida lakes. These efforts aim to establish efficient methods for ongoing HAB management in the region following all requirements of FDEP grant (see Attachment 1).

- A. *Predicting HABs* - The Grantee will develop an empirical model expressing the relationship between in situ water quality data and multispectral imagery data (remote sensing reflectance) collected by unmanned aerial vehicle (UAV) or helicopter and correlating with satellite imagery. Water quality samples will be collected and analyzed for Chlorophyll-a, cyanobacteria species/counts, and ancillary analytes. This will be completed during different seasons at varying levels of cyanobacteria blooms. The data will be evaluated and calibrated/validated to determine the best fit model (testing different multispectral bands and varying levels of blooms) utilizing workflows of peer reviewed studies. Once the tool/model is calibrated for our local waterbodies, monitoring and prediction of cyanobacteria blooms could be done by either downloading satellite multispectral data (i.e. Sentinel 1) and utilizing a UAV or helicopter equipped with multispectral camera.
- B. *Monitoring HABs* - Conduct a study that collects monthly samples for 1 year and analyzes for HAB/cyanobacteria species/water quality parameter using innovative field and laboratory technologies, including AI learning, FloCam, BloomOptix, ABRAXIS, ABRAXIS ELISA to quantify toxins algae torch, HydroCycle-PO4 sonde (or similar technology), EXO II YSI, and multispectral camera (MicaSense RedEdge P-duel) for HAB identification and density sampling. The vendor will use WasteShark drone and a data platform capable of autonomous operation including sensors to measure water quality variables (Temperature, pH, Turbidity, Ammonia, Nitrate, Chlorophyll-a, phycocyanin, etc). Monthly samples will be taken at a minimum of 10 Polk County lakes.
- C. *Predict, Detect and Mitigate HABs* – All equipment will be utilized in a variety of different scenarios in central Florida lakes. Develop and coordinate a series of protocols/standard operating procedures to test the capabilities of the equipment, accuracy, and practicality in the prediction, detection and possible mitigation of HAB.

Deliverables Task 2a: Predict HABs

1. Sampling logs (including field and weather data) and
2. A detailed report summarizing the empirical model and study.

Deliverables Task 2b: Monitor HABs and Toxins

1. A summary of the completed monitoring activities with dates completed,
2. Date-stamped photos,

3. Sampling conducted and any not conducted and why,
4. Monitoring results along with the interpretation of those results,
5. Laboratory report(s), and
6. Sampling logs (including field and weather data).

Deliverables Task 2c: Predict, Detect and Mitigate HABs

1. Equipment Performance Evaluation: A comprehensive evaluation of the WasteShark drone's performance in various scenarios, including its effectiveness in predicting HAB occurrences, detecting HABs and associated parameters, and potential mitigation actions based on collected data.

2. Electronic copies of the completed SOPs/Protocols

Task 3: Final Report: Prepare a Draft (Task 3a) and Final Report (Task 3b) summarizing the results of the project, including all tasks in the Grant Work Plan including but not limited to abstract, project background, financial summary, discussion of project schedule, summary of activities completed or not completed, photo documentation, discussion of anticipated benefits, summary of monitoring activities, and a techno-economic analysis. The Final Report must follow all requirements of FDEP grant (see Attachment 1).

Deliverable 3a: Draft Final Report

Deliverable 3b: Final Report

The County shall request the services on an as-needed basis. There is no guarantee that any or all the services described in the agreement will be assigned during the term of the agreement. Further, the Vendor is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other vendors or County staff.

AGREEMENT

The term of this agreement will be approximately 2 years. The funds available for this project are \$300,000.00. The Actual term and cost for each deliverable will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. 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. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Include the following “Submittal Pages” under Tab 1:
 - Proposer’s Incorporation Information
 - Drug-Free Workplace Form
 - Affidavit Certification of Immigration Laws
 - Employment Eligibility Verification (E-Verify) Certification
 - Signed addendum pages (if applicable)

Tab 2, Experience and Expertise (45 Points)

- Provide your firm’s organization structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm’s experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide two (2) projects that demonstrate your firm’s experience with forecasting, detection, and mitigation of HABs within the past five (5) years as the prime vendor. For each project identified please include: (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact’s phone number and email address
 - Cost of the services
 - Start and end date of project.
 - Brief description of the services provided.
- Identify sub-consultants, if any. For each sub-consultant identified please provide the following:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 3, Approach and Methodology (45 points)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.

- Please describe the specific abilities of the firm/team to be assigned to this project in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 4, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys, and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County 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 and/or rank the Proposals as applicable.

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

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

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.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points - 10 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2) - 45 points
- Approach and Methodology (Tab 3) - 45 points

Subtotal Points - 90 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. 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 criterion, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement 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 each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

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

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected Vendor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830.

Workers' Compensation Insurance: required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000.

Commercial General Liability Insurance: \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG.

Comprehensive Automobile Liability Insurance: \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Vendors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Vendor or corporation to refrain from submitting

a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Vendors which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

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

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY,

FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Vendor will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

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

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

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

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

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

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

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

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

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

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

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

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

Drug-Free Workplace Form

(Submittal Page)

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

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

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

Vendor Signature: _____

Date: _____

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Vendor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Vendor. The Vendor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Vendor has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Vendor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Forecasting, Detection, and Mitigation of HABs, Etc.
COST OF SERVICES	Cost of services (\$300,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Vendor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Vendor is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Vendor should enter the past clients' contact information, and project information on each survey form for each reference. The Vendor should also enter their name as the Vendor being surveyed.
3. The Vendor is responsible for ensuring all references/surveys are included in their submittal under Tab 4.
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-285, Forecasting, Detection, and Mitigation of HABs

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Vendor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-285, Forecasting, Detection, and Mitigation of HABs

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

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR 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 POLK COUNTY.**

PROPOSER 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 foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-285, Forecasting, Detection, and Mitigation of HABs

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

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

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

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

Executed this _____ day of _____, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

June 11, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-285, FORECASTING, DETECTION, AND MITIGATION OF HARMFUL ALGAL BLOOMS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, June 25, 2025, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

On behalf of Brad Howard

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

June 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-285, FORECASTING, DETECTION, AND MITIGATION OF HARMFUL ALGAL BLOOMS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, July 9, 2025, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Exhibit "Aii"
RFP 25-285 TAB 1

GISJane, LLC

6673 10th Ave N

St. Petersburg, FL 33710

Phone: (727) 564-2670

Email: jane.thompson@gisjane.org

July 8, 2025

To Whom It May Concern,

GISJane, LLC is pleased to submit this proposal in response to RFP 25-285 for "Forecasting, Detection, and Mitigation of Harmful Algal Blooms (HABs)" in Polk County, Florida. GISJane, LLC is a Florida-based geospatial and environmental services firm with a strong history of using GIS, remote sensing, and environmental technologies to support public health and ecological resilience.

We are partnering with Dr. Byron Winston, Dr. Alan Wilson from Auburn University, and Amee Bailey, founder of Geo Planning Solutions, bringing together deep expertise in geographic information systems (GIS), water quality science and cutting-edge HAB mitigation tools. Together, our team offers decades of combined experience in spatial mapping, aquatic ecology, environmental monitoring, community-focused innovation and project delivery.

Founded in 2021, GISJane, LLC is a certified woman-owned business that has led and supported various geospatial, floodplain management, risk assessment, master planning, and environmental impact projects in Florida and beyond. Our primary focus is delivering data-driven solutions to support environmental stewardship using advanced technology, including multispectral drone analysis, AI-assisted detection methods, and integrated water quality monitoring platforms integrating GIS into every workflow.

Thank you for considering our proposal. We look forward to the opportunity to support Polk County's important mission to protect and enhance its freshwater resources.

Sincerely,



Jane E Thompson, CFM, GISP

GISJane, LLC, Owner

St Petersburg, Florida

jane.thompson@GISJane.org

727-564-2670

www.GISJane.org

Proposers Incorporation Information

(Submittal Page)

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

Company Name: GISJANE, LLC

DBA/Fictitious Name (if applicable): _____

TIN #: EIN - 86-3150988

Address: 6673 10TH AVE N

City: ST PETERSBURG

State: FL

Zip Code: 33710

County: PINELLAS

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

Contact Person: JANE E THOMPSON

Phone Number: 727-564-2670

Cell Phone Number: 727-564-2670

Email Address: JANE.THOMPSON@GISJANE.ORG

Type of Organization (select one type)

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

State of Incorporation: FLORIDA

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

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that,

(Name of the Business): GISJANE, LLC does:

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

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

Vendor Signature: 

Date: 7/5/2025

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 70%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jane E Thompson </td> <td style="width: 30%;"></td> </tr> <tr> <td> 2 Business name/disregarded entity name, if different from above. GISJane, LLC </td> <td></td> </tr> <tr> <td> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </td> <td> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> </td> </tr> <tr> <td> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/> </td> <td></td> </tr> <tr> <td> 5 Address (number, street, and apt. or suite no.). See instructions. 6673 10th Ave N </td> <td rowspan="3"> Requester's name and address (optional) </td> </tr> <tr> <td> 6 City, state, and ZIP code St Petersburg, FL 33710 </td> </tr> <tr> <td> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jane E Thompson		2 Business name/disregarded entity name, if different from above. GISJane, LLC		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		5 Address (number, street, and apt. or suite no.). See instructions. 6673 10th Ave N	Requester's name and address (optional) 	6 City, state, and ZIP code St Petersburg, FL 33710	7 List account number(s) here (optional)
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6 City, state, and ZIP code St Petersburg, FL 33710													
7 List account number(s) here (optional)													

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
Or									
Employer identification number									
8	6	-	3	1	5	0	9	8	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 4/30/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP25-285, Forecasting, Detection, and Mitigation of HABs

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

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY VENDOR 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 POLK COUNTY.**

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

Company Name: GISTANE, LLC

Signature: Jane Thompson

Title: OWNER

Date: 7/8/2025

State of: Florida

County of: Alachua

The foregoing instrument was acknowledged before me by means of

☒ physical presence or ☐ online notarization, this 8 day of July 2025,

By Jane Thompson (name) as Owner (title of officer) of GISTANE, LLC (entity name), on behalf

of the company, who ☐ is personally known to me or

☒ has produced FL Driver License/State ID as identification.

Notary Public Signature: Shannon Broadus

Printed Name of Notary Public: Shannon Broadus

Notary Commission Number and Expiration: HH 516070

(AFFIX NOTARY SEAL)

8/14/2028



SHANNON BROADUS
Commission # HH 516070
Expires August 14, 2028

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-285, Forecasting, Detection, and Mitigation of HABs

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

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

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

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

Executed this 7TH day of JULY, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By:  _____

PRINTED NAME: Jane E Thompson

Its: _____

Signed Addendum No. 1

June 11, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-285, FORECASTING, DETECTION, AND MITIGATION OF HARMFUL ALGAL BLOOMS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, June 25, 2025, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

On behalf of Brad Howard

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: JANE E THOMPSON

Title: OWNER

Company: GISJANE, LLC

Signed Addendum No. 2

June 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-285, FORECASTING, DETECTION, AND MITIGATION OF HARMFUL ALGAL BLOOMS

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, July 9, 2025, prior to 2:00 p.m.

Respectfully,

Brad Howard

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: JANE E THOMPSON

Title: OWNER

Company: GISJANE, LLC

Signed Schedule Addendum

RFP #25-285, Forecasting, Detection, and Mitigation of Harmful Algal Blooms (HABs)

July 8, 2025 @ 9:00 – 10:00 a.m. at the Polk County Administration Building in Conference Room 407 – Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

July 14, 2025 @ 11:00 a.m.– 1:00 p.m. at the Polk County Administration Building in Conference Room 413 – Selection Committee meeting to score and evaluate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

August 7, 2025 @ 9:00 a.m. – 12:00 p.m. at the Polk County Administration Building in Conference Room 407 – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

Please refer to the RFP Evaluation Criteria and Selection Process for further detail.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) working days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

INTERVIEWS:

In accordance with Florida Statute 286.0113, all interviews conducted will be exempt from attendance by anyone other than the selection committee. At the end of the last interview, the meeting will be open to the public and the ranking of firms and recommendation of award will occur in the sunshine.



JANE E THOMPSON
7/5/2025

Experience and Expertise (45 Points)

Describe the firm's experience with providing similar size and scope of work as outline in this RFP

GIS Jane, LLC, a sole proprietorship headquartered in St Petersburg, Florida, partners with licensed technical and subject matter experts to bring knowledgeable experienced teams to communities to implement work that is both transformative for the community while pushing innovative technologies that need to be explored and exercised. The GISJane team of professionals have extensive experience managing environmental monitoring and research projects focused on water quality and Harmful Algal Blooms (HABs), across the US but with particular emphasis on freshwater systems in Florida. Over the past decade, we have successfully led multiple federal, state, county, and city scale projects involving the collection, analysis, and interpretation of nutrient and HAB-related data using innovative technologies. Project costs range from \$50,000 to \$2.0 million.

Relevant Experience Highlights:

Task 1 - QAPP Development:

- **City of Altamonte Springs:** Sustainable Destruction of Contaminates of Concern using Hydrothermal Processing. Draft 2025
- **EPA's Farmer 2 Farmer Project** was awarded to the Northwest Florida Water Management District. "Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico" - 2022
- **The Intelligent Process Automation System (IPAS)** to Remove Algae - 2025
- **Brevard County FDEP: Innovative emergency response** approach to mitigate Harmful Algal Blooms (HABs) during early bloom formation to reduce the spread and public exposure to HABs in brackish waterways - 2023
- **Ohio Department of Natural Resources: Innovative emergency response** approach to mitigate Harmful Algal Blooms (HABs) during early bloom formation to reduce the spread and public exposure to HABs in brackish waterways - 2021

Tasks 2a, 2b,2c - Integrated Approach for HAB Prediction, Monitoring, Detection and Mitigation: In past work with both public and private partners, we successfully deployed sondes for real-time water quality monitoring, utilized FloCam Cyano technology for cyanobacteria detection, advanced genetic techniques, and applied ABRAXIS ELISA kits to quantify microcystin and other cyanotoxins. We also piloted autonomous surface drones (like the WasteShark) to remotely access shallow and vegetated areas of lakes for high-frequency data collection and mapping. Our team has developed HAB forecasting models using meteorological data, land use patterns, and in-lake monitoring data dating back to 2007. Working with the Beaver Water District Water Utility in Fayetteville AR, our work was able to show and later predict that HABs caused by drought/heavy precipitation cycles were responsible for taste and odor episodes in the drinking water.

Tasks 3a,3b - Final Report: Our team has significant experience successfully writing technical reports across a range of disciplines, project types, and clients including municipalities like Polk County, state and federal agencies, and private clients. Our reports focus on providing scientific accuracy, compliance with regulatory guidelines, and with enough clarity for both technical and non-technical audiences. Several projects have resulted in published articles in peer-reviewed journals. We work closely with clients and submit draft reports for edits and comments. The edits and comments are then incorporated by our team into the report. Typically, after 2-3 rounds of edits, final reports are submitted and accepted by the client.

Abbreviated List of Recent Reports:

- *Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction in Agricultural Runoff to the Gulf of Mexico*
- *Does Sampling Size Scale Affect Vegetation Index Calculations for Ponds That Vary in Productivity?*
- *Innovative emergency response approach to mitigate Harmful Algal Blooms (HABs) during early bloom formation to reduce the spread and public exposure to HABs Blooms (HABs) during early bloom formation to reduce the spread and public exposure to HABs in brackish waterways*
- *Intact Cellular Algae Harvesting with Simultaneous Nutrient Export in Lake (a.k.a Lake Munson HAB and Nutrient Removal Project)*

RFP 25-285 TAB 2

Project 1: Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction of Agricultural Runoff to the Gulf of Mexico.

Client Name: Northwest Florida Water Management District

Contact Person: Darryl Boudreau

Phone Number: 850-207-4477

Email Address: darryl.boudreau@nwfwater.com

Cost of Services: \$960,000

Project Start/End Date: 11/2022 – 02/2025

Project Overview

Funding & Partners: Awarded approximately **\$960,000** under the EPA's 2021 Farmer-to-Farmer (Region 4) grant to Northwest Florida Water Management District, in collaboration with EPA Region 4, Gulf of Mexico Division, AECOM, University of Florida/IFAS, and May Nursery

Objective: To demonstrate a circular nutrient recovery system—harvesting nutrient-rich algae from an agricultural retention pond and converting the biomass into on-site fertilizer, thereby reducing nutrient runoff to the Gulf of Mexico

Key Components & Activities

1. Algae Harvesting & Separation

- Installation and operation of intact-cell harvesting systems utilizing dissolved-air flotation; aimed at separating algae from water and returning clarified water to the nursery.

2. Biomass Management & Reuse

- Harvested algae slurry is reused as biofertilizer on-site, reducing reliance on synthetic fertilizers and conserving water via reuse

3. Water Treatment & Return

- Clarified water is treated to meet permit standards before being released back into the environment, reducing nutrient and toxin export

4. Monitoring & Analysis

- Monitoring of nitrogen, phosphorus, and microcystin levels demonstrated an anticipated **85–95% reduction in nutrient concentrations** and up to **97% reduction in microcystins** in the retention pond.

Outcomes & Benefits

- **Nutrient Load Reduction:** Significantly lowers nitrogen and phosphorus discharged from agricultural operations into Gulf-bound waterways.
- **Toxin Abatement:** Substantially reduces cyanotoxin risks (e.g., microcystin), improving environmental and public health.
- **Circular Economy:** Converts algae into nutrient-rich biofertilizer, promoting sustainable farming practices.
- **Water Conservation:** Recycles water within the agricultural system, easing pressure on freshwater resources.

Outreach & Demonstration: Includes farm tours, technical workshops, and stakeholder engagement to promote adoption by other producers

Post report data analysis was then used to calculate the amount of phosphorus prevented from entering downstream aquatic systems and the potential HAB that would have resulted.

RFP 25-285 TAB 2

Project 2: Does sampling size scale affect vegetation index calculations for ponds that vary in Productivity?

Client Name: Clemmer Catfish Farms

Contact Person: Daniel Clemmer

Phone Number: 334-419-7560

Email Address: DClemmer@outlook.com

Cost of Services: \$100,000

Project Start/End Date: August 2023 – Ongoing 2025

Project Overview

The technological advances of UAS made during the past decade have created a unique opportunity to use drones to “measure” water quality from the sky (Fernandez-Figueroa et al. 2022). In fact, some studies have even used UAS to collect samples in remote locations (Miura and Kohzu 2020). Recent research has shown that vegetation indices commonly used to estimate the abundance of land-based plants can also work in water since the primary pigment used for photosynthesis, chlorophyll-a, is common in all plants and accessible with standard (red, green, blue wavelengths) and/or multispectral (near infrared) camera systems found on UAS (Fernandez-Figueroa et al. 2022). Given that UAS can rapidly collect data (i.e., imagery across specific wavelengths based on available camera sensors) across large landscapes (Mathews et al. 2023), there is an opportunity to develop UAS-based imagery models that can forecast algal blooms in diverse waterbodies to aid water resource management.

However, it is important to understand what sampling scale is best for UAS imagery to correlate with measured water quality data.

The goal of this project was to determine if measurement scale (i.e., single point vs. whole pond) influences drone-based estimates of phytoplankton abundance using the Normalized Difference Vegetation Index (NDVI).

Led by Dr. Alan Wilson, this project was conducted on an active catfish farm in Uniontown Alabama which includes 19 ponds covering approximately 222 acres. The pond size can range from 8-20 acres, like many small lakes in Polk County. The ponds were chosen to ensure a wide range of algal productivity and spectral differences.

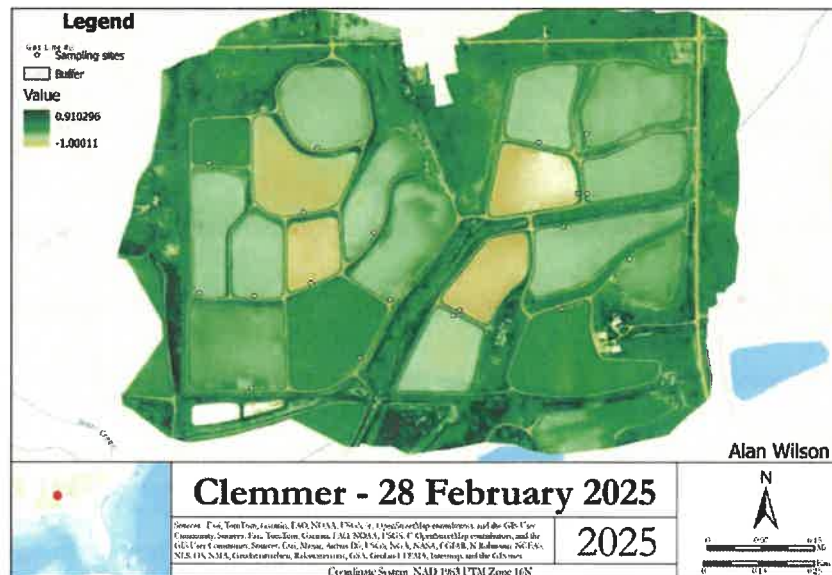


Figure 1. Sampling sites (19 aquaculture ponds) in Alabama showing NDVI data collected on 28 February 2025.

RFP 25-285 TAB 2

Project 2 (continued)

The UAS used to collect all remote sensing data for this project was an eBee X fixed wing mapping UAV (AgEagle) that included the Duet M integrated high resolution camera system (S.O.D.A. RGB camera and Parrot Sequioa + multispectral camera - Green (550nm \pm 40nm), Red (660nm \pm 40nm), Red edge (735nm \pm 10nm), Near infrared (790nm \pm 40nm)). A GeoBase (Septentrio Altus NR3) was used to improve accuracy of the UAS imagery with GNSS. Before noon on the same day of UAS data collection, an integrated water sample was collected from near the shore of each pond using a rigid plastic tube (~5 cm diameter) from the surface to a depth of ~5 m and stored in a clear, clean plastic container in a cooler until being returned to the lab where water samples were mixed and then poured through a ~1 μ m glass filter to collect seston. The filter was stored in the dark at -10 °C until extracted with 90% aqueous ethanol for 24 hr prior to analysis for chlorophyll-a using a Turner Designs Trilogy fluorometer (Belfiore et al. 2021).

The results showed that the mean pond NDVI estimates were correlated with log₁₀-transformed chlorophyll-a concentrations which showed a significant positive correlation ($R^2 = 0.411$, $P < 0.0001$). Despite strong positive relationships between NDVI estimates collected for single sites or whole ponds and chlorophyll-a concentrations, variation was observed in these correlations. Several factors such as species abundance and composition with varying pigment concentration, lack of spatial heterogeneity, and pilot error. Nevertheless, the results showed that the use of UAVs can be reliably used to monitor, detect, establish baselines, and potentially forecast HABs.

Project Manager

Areas of Expertise

Geographic Information Systems (GIS)
 FEMA DFIRM
 FEMA Risk MAP
 Project Management
 GIS Training
 GPS
 Geography
 Cartography
 Desktop Mapping
 Database Management
 Database Development
 Application Development
 Vector Analysis
 Raster Analysis

Education

BA, Environmental Geography,
 University of South Florida, 1999

Certifications

2009/Certified Floodplain Manager
 (CFM) #US-10-04881
 2013/Certified Geographic Information
 Systems Professional (GISP) #44990

Years of Experience

With AECOM: 20 Years
 With Other Firms: 18 Years

Jane Thompson, CFM, GISP

Project Manager

Ms. Thompson specializes in Geographic Information Systems (GIS) within the water resources, mining, environmental and planning fields. Her experience includes project management, data management, spatial analysis, cartography, environmental analysis, land use planning, transportation planning, photo interpretation, GIS implementation Conceptual permitting, Impact Assessment and has specialized in the creation of Digital Flood Insurance Rate Maps (DFIRM) and Risk MAP products for Federal Emergency Management Agency (FEMA). Ms. Thompson's experience and education also include an understanding of environmental impact analysis, aerial photo interpretation, project management, GIS training, database design and GPS.

Grant Application, FDEM Watershed Master planning Initiative, Phase 3 Grant Applications, Nassau County (x2), City of New Port Richey, Highlands County and City of Sebring, FL, Assisted FAU with helping the two counties and two cities apply for five grants equaling \$400,000 each for Watershed Master Planning Activities under the FDEM HMGP-DR Irma Recovery funding. This year marked the third funding activity under this program, of which GISJane has participated in all of FAU's projects and then received work from the other two.

Project Manager, Okeechobee County FDEP Comprehensive Vulnerability Assessment (VA) and Adaptation Plan (AP), Okeechobee County and City, FL (2023 – Ongoing). Managing a team of professional partners responsible for each area of expertise from engineering modeling for planning, assessment of vulnerability, exposure and sensitivity analyses, prioritization of projects, reporting, adaptation planning and grant program satisfaction and closeout for reimbursement. Project is achieving milestones.

Project Manager, Everglades City Comprehensive Vulnerability Assessment (VA) and Adaptation Plan (AP), Everglades City, FL, (2024-2025) – Managed a team of professional partners responsible for each area of expertise from engineering modeling for planning, assessment of vulnerability, exposure and sensitivity analyses, prioritization of projects, reporting, adaptation planning and grant program satisfaction and closeout for

reimbursement. Project is achieving milestones

Program QA/QC, FAU FDEM Watershed Master Planning Initiative Phase 2, FL (2023-2025) Applied program and project specific quality control quality assurance measures to ensure consistency of products created during the three-year project in which twenty programs were implemented. Counties included Polk and Charlotte Counties, Manatee and Sarasota

Water Resources GIS Manager, EPA Farmer to Farmer Project, NFWFMD, (2021) Perform GIS mapping and produced calculations related to hydrologic flow and directions, soils typology, topography and Landuse Landcover. Information was utilized in site selection, grant application, tracking results and reporting final outcomes. Provided professional floodplain management subject matter expert and quality control and quality assurance reviews and approved final products.

GIS Specialist, FEMA Risk MAP Conversion Project Bay, Okaloosa, Santa Rosa, Escambia, Gulf and Walton Counties, NFWFMD, FL (2012-2023). Performed all mapping aspects for the Federal Emergency Management Agency (FEMA) Risk MAP non-regulatory product production for Bay, Okaloosa and Santa Rosa Counties. Duties include production of The Flood Risk Map, Flood Risk Report and Flood Risk Database and creation and delivery of FEMA DCS Basemap, Terrain, Survey, Hydrology, Hydraulics, and Floodplain Mapping submittals according to FEMA's RiskMAP Guidelines and Standards. Planned and participated in public outreach meetings for both the Flood Risk Review (FRR) and Preliminary DFIRM Community Coordination (PDCC) Meetings.

Project GIS Specialist, FEMA Risk MAP Lower Ochlockonee Watershed Project, NFWFMD, FL (2012-2023). Performed all mapping aspects for the FEMA Risk MAP regulatory and non-regulatory product production for the Lower Ochlockonee Watershed. Duties include production of Flood Insurance Rate Maps (FIRM), Flood Insurance Study Report, FIRM Database, creation and delivery of FEMA DCS Basemap, Terrain, Survey, Hydrology, Hydraulics, and Floodplain Mapping submittals for Gadsden, Franklin, Leon, Liberty and Wakulla Counties for updates within the Lower Ochlockonee Watershed, and The Flood Risk Map, Flood Risk Report and Flood Risk Database for the Lower Ochlockonee Watershed according to FEMA's RiskMAP Guidelines and Standards. Planned and

Project Manager, Jane Thompson (continued)

participated in public outreach meetings for both the Flood Risk Review (FRR) and Preliminary DFIRM Community Coordination (PDCC) Meetings.

Project GIS Specialist, FEMA Risk MAP Apalachicola, Chipola and New River Watersheds Project, NFWFMD, FL (2012-2023). Performed all mapping aspects for the FEMA Risk MAP regulatory and non-regulatory product production for the Apalachicola, Chipola and New River Watersheds. Duties include production of Flood Insurance Rate Maps (FIRM), Flood Insurance Study Report, FIRM Database, creation and delivery of FEMA DCS Basemap, Terrain, Survey, Hydrology, Hydraulics, and Floodplain Mapping submittals for Calhoun, Franklin, Gadsden, Gulf, Jackson and Liberty Counties for updates within the Watersheds, and The Flood Risk Map, Flood Risk Report and Flood Risk Database for the Watersheds according to FEMA's RiskMAP Guidelines and Standards. Planned and participated in public outreach meetings for both the Flood Risk Review (FRR) and Preliminary DFIRM Community Coordination (PDCC) Meetings

GIS Manager, PCS Phosphate, Conceptual Reclamation Plans D - G, FL (2020-2023). FDEP requires that PCS Phosphate submit a Conceptual Reclamation plan periodically based upon activity within the mine as well as a Clay Consolidation Model and report as well as a Hydrology Report. To simplify this permitting process, a robust GIS database was developed for the entire 100,000 acre mine. The existing CADD data provided by the client was converted to GIS, data integrity was maintained, and topology created and cleaned for both Pre-mining and Post-Mining conditions. The Geodatabase includes base map features, Soils, Landuse, Topography, Reclamation Units, Program Boundaries, Clay Settling Areas and other various mining features. The database supported Hydrologic, Hydraulic and Clay Settling Models. Final deliverables included the polished database, maps and reports.

Project GIS Specialist, DFIRM Mapping Project, FL (2005-2023). Created Digital Flood Insurance Rate Maps (DFIRM) for counties within the jurisdiction of Northwest Florida Water Management District (NFWFMD), Suwannee River Water Management District (SRWMD) and Southwest Florida Water Management District (SWFWMD) using FEMA's Guidelines for the Map Modernization program. Created and attributed digital data from the Effective FIRM's; revised floodplain boundaries generated through engineering protocol; produced Preliminary DFIRM database, report and maps using GeoFIRM tools created specifically for the Map Modernization Program.

Professional Societies/Affiliates

American Water Resources Association
American Water Resources Association Florida Chapter
Association of State Floodplain Managers
Florida Floodplain Managers Association – Associate Membership Coordinator; GIS Committee Chair
URISA

Languages

English

Specialized Training

ESRI's ArcInfo, ArcGIS, ArcView, ArcIMS, Arc Pad, Spatial Analyst, 3D Analyst, Georeferencing, Metadata, XTools, Visual Basic, SQL Server, GeoFIRM Tools, ER Mapper, QT Modeler, GPS, XML, Elevation data sets – creation and manipulation

Microsoft's Access, Excel, Word, PowerPoint, Adobe Acrobat

Chronology

5/2023 – Present GISJane, LLC Owner, Sole Proprietor

04/05 – May 2023: AECOM, formerly URS Corporation, Southern, Tampa, Florida

11/03 – 4/05: Pine Design Engineering Services, St Petersburg, Florida

05/00 – 10/00: Florida Marine Research Institute, St Petersburg, Florida

RFP 25-285 TAB 2
Ameé Nicole Bailey-Speck, AICP, GISP, CFM
Founder of GeoPlanning Solutions

P 352-477-2633

E abailey@gpsamee.com

A 920 Kristina Ct., Auburndale, FL 33823

SUMMARY

Ms. Bailey is an experienced planner with over 25 years of service in the public sector with additional exposure in private sector consulting. Ms. Bailey has directed a wide range of public involvement events for visioning, land use, environmental, infrastructure, and GIS analysis projects

KEY SKILLS

- Community planning, master planning, selected-area studies, corridor studies, and long-range planning
- Coordinate with staff, citizens, community leaders, businesses, and agencies and organize project outreach programs, public events, presentations, training, and coordination with citizens, community leaders, businesses, and boards, committees, stakeholders, and governing agencies
- Prepare technical planning and permit reviews, site development, research, reports, evaluation and appraisals, market analysis, siting criteria, special studies, including environmental and transportation analysis
- Develop, review, recommend changes, and implement state, county, and municipal regulations
- Schedule, advertise, and present information at public meetings and hearings
- Produce newsletters, brochures, social media and news releases, videos, and website development
- Project management for complex planning, permitting, inspection, design, and construction projects
- Direct, supervise, and schedule professionals, technical crews, volunteers, and students
- Grant application, administration, and oversight
- Develop standard operating procedures (SOPs) and policies
- Software expertise includes Microsoft Products, ArcGIS, Microsoft Suite, and Adobe Professional

PLANNING STUDIES

Ms. Bailey planned, developed, managed, and conducted various studies and master plans regarding a variety of topics covering land use, infrastructure, occupancy, recreational, economics, market analysis, and cultural needs including community engagement components. Ms. Bailey met regularly with citizens and stakeholders to guide studies into community-based plans which include visioning, intergovernmental coordination, policy writing, economic development, and implementation strategies. Following is a list of planning projects that Ms. Bailey directly managed, oversaw, or served as the principal creator.

CREDENTIALS

- Masters of Arts in Geography
Emphasis in GIS and Spatial
Analysis from USF - 2007
- Geographic Information System
(GIS) Graduate Certificate from
USF - 2002
- Environmental Science and
Policy Graduate Certificate from
USF - 2001
- Bachelor of Science in
Environmental Science from
St. Leo College – 1996

ORGANIZATIONS

- American Institute of Certified
Planners #32076
- American Planning Association,
Florida Chapter, Heart of Florida
Section - 2006
- Certified Geographic Information
Systems (GIS) Professional
(GISP) # 00060016
- Association of State Floodplain
Managers (ASFPM), Certified
Floodplain Manager # US-06-
02364
- Polk GIS Users Group –
Founding Manager and
Executive Committee Member
since 2015
- Urban and Regional Information
Systems Association (URISA)
- Central Florida Geographic
Information System
(CFGIS) Users Group
- Friends of the Polk County Parks
Foundation – Vice President since
2014

Ameé Nicole Bailey-Speck (continued)

AICP, GISP, CFM

P 352-477-2633**E** abailey@gpsamee.com**A** 920 Kristina Ct., Auburndale, FL 33823

CORRIDOR STUDIES

Planning projects that define the relationship between a roadway and its adjacent land. These studies evaluated the transportation system's ability to support the surrounding land uses, consolidate and control access, evaluate redevelopment of the corridor, and improve operational efficiencies. These studies include visioning, planning, conceptual designs, and public engagement throughout the study. Ms. Bailey was involved in several studies in Polk County including County Road 540, US 27, and for Transit Corridores and Centers throughout Polk County.

INFRASTRUCTURE STUDIES

Planning projects that identify and prioritize necessary improvements for specific infrastructure systems. Studies evaluate the infrastructure system's ability to support the existing and future community needs. The studies are prepared to provide a guide for the orderly expansion, operation and maintenance of the system over a 10–30-year period. The studies include inventories, population forecasts, level of service evaluations, planning, modeling, and budgeting. Public engagement includes educational information and presentations. Ms. Bailey led and directed the Polk County wellfield, airport impact areas, school and park siting studies. Ms. Bailey also contributed and provided direction for the City of Lake Alfred water supply, water and wastewater master plans, transportation master plan and traffic calming studies. Ms. Bailey was instrumental providing data for impact fees, utility rates, and building fees.

ENVIRONMENTAL STUDIES

Planning projects that identify the natural system and human interaction to develop strategies for managing and conserving natural resource. These comprehensive studies describe the natural features, changes that will occur as a result of proposed development activities, the anticipated environmental impacts and consequences of proposed development, and the mitigation measures to be taken to minimize undesirable impacts to the environment. Ms. Bailey steered the FEMA Floodplain map updates in Polk County and the City of Lake Alfred in addition to establishing and/or maintaining the Community Rating System in both jurisdictions. She guided the Okeechobee County Vulnerability Assessment and other watershed plans. She has evaluated and overseen brownfield clean-ups. She wrote conservation elements and natural resource protection policies within Polk County and the City of Lake Alfred including specialized provisions for the Green Swamp Area of State Concern. Additionally, she has established park and conservation plans for both Polk County and the City of Lake Alfred.

LAND USE STUDIES

Planning project used to allocate resources and establish policies for a community. These long-range plans guide the zoning and subdividing of land to meet the changing needs of the community including recreational, agricultural, residential, commercial, transportation, and environmental aspects. Land use planning promotes social engagement, community enhancement, conserves resources, and provides considerations for economic, industry, and transportation needs. Stakeholders include anyone who lives, works, plays, or passes through the community. Therefore, these studies take 1-3 years and include extensive public engagement in the form of interviews, charrettes, workshops, roundtables, surveys, public meeting and hearings, educational materials, outreach projects, open houses, traditional and social media, websites, virtual experiences, and community events. Ms. Bailey has conducted many selected area studies at Polk County including the Shephard Road activity Center, CSX / ILC in Whaneta, Polk Commerce Center DRI, East and Southeast Polk area, Gateway Area, and the historic phosphate mining area in Southwest Polk. Ms. Bailey prepared and reviewed Community Redevelopment Plans for Polk County and the City of Lake Alfred. In addition, she directed the complete rewrite of the Lake Alfred Unified Land Development Code.

Byron Winston, Ph.D.

byron.winston@gmail.com | 479.879-4701**EDUCATION****University of Arkansas, Fayetteville, AR**

Ph.D. in Environmental Dynamics

August 2011

M.S. in Cell and Molecular Biology

May 2006

Midwestern State University, Wichita Falls, TX

B.S. (honors) in Environmental Science

May 2003

CERTIFICATIONS**University of Arkansas, Fayetteville, AR**

Environmental Resilience (metrics focused, ESG, Carbon Accounting),

December 2024

Global Association of Risk Professionals, Sustainability and Climate Risk,

October 2023

PROFESSIONAL EXPERIENCE AND RESPONSIBILITIES**Senior Environmental Scientist, AECOM Tampa, FL**

Current

- Serve as Lead Scientist developing, designing, and implementing research to advance AECOM's Harmful Algal Bloom (HAB) to Sustainable Agriculture Program funded by the Environmental Protection Agency (EPA).
- Co-lead Scientist on AECOM's HAB and biosolids to sustainable biofuel production in collaboration with Pacific Northwest National Labs and Department of Energy (DOE).
- Work with leadership, collaborators, and colleagues to develop programmatic and strategic goals including evaluation of Best Available Technologies (BATs) to achieve these goals.
- Evaluation of new technologies designed to reduce and manage incidences of HABs and water quality deterioration.
- Oversee research and analysis projects, encompassing scoping, planning, execution, and evaluation. Oversee daily and longterm activities, including budgets, contracts, coordinating project staff, and communication with clients, project participants, and organizational leadership.
- Represent AECOM as a technical expert, its values, and positions in coalitions, conferences, workshops, collaborator negotiations, governmental forums, other stakeholder engagements.
- Write, edit and review peer-reviewed papers, reports, fact sheets, technical reports, and other materials highlighting the results of various analyses following established protocols for review, production, and presentation of results.
- Establish and maintain alliances with advocates, other organizations, community leaders, businesses, academics, and researchers, including regulatory and legislative staff and governmental agencies, to exchange information, provide technical information/education and guidance, share resources, advance shared objectives, engage in collaborative projects, and participate in coalitions.

Environmental Scientist III, AECOM, Houston, TX

May. 2015 – September. 2017

- Managed multiple projects to delineate source of soil and groundwater contaminants and devise corrective action in accordance with regulations established by the Texas Commission on Environmental Quality (TCEQ). Work with cross-functional teams to provide innovative and cost-effective remediation solutions.
- Introduced and implemented novel methods to identify source of hydrocarbon contamination in soil and groundwater.
- Directed and coordinated activities of field personnel, onsite contractors, vendors, and other internal resources to accomplish project goals.
- Developed RFQ packages, spearheaded bidding activities, performed technical evaluations and provided recommendations to clients. Generated future work through client relationships and delivering work accurately and completely in a timely manner.

Post-Doctoral Research Fellow, University of Arkansas, Fayetteville, AR

July. 2012 – April 2015

- **Climate Change Impacts on Drinking Water Resources**
 - Designed experiments, secured funding to analyze the impact of climate change on algae and disinfection byproduct formation in Northwest and Central Arkansas drinking water reservoirs.
 - Managed budgets, collected and analyzed data, published scientific papers in peer-reviewed journals
 - Served as faculty advisor and mentor for several graduate and undergraduate students.

Byron Winston (continued)

- Geosciences Instructor and STEM Recruiter
- Taught undergraduate and graduate sections of Water Quality, Environmental Geology, Natural Resource Conservation, and Environmental Justice.
- Served as faculty mentor for the National Science Foundation Research Experience for Undergraduates (NSF-REU).
- Promoted attaining degrees at the University of Arkansas, Fayetteville to high school students in the Arkansas Delta, U.S., and the Caribbean. This entailed quarterly trips (or as needed) to the Delta to speak to high school students, parents, principals, counselors, and other stakeholders.

PUBLICATIONS

- **North American Lake Management Society:** Co-author White Paper Source Water Protection (https://z0ku333mvy924cayk1kta4rl-wpengine.netdna-ssl.com/wp-content/uploads/2017/07/SWP-Position-Statement_final.pdf)
- **North American Lake Management Society.** Contributor White Paper Nature-based Solutions in urban lakes and watersheds (<https://www.nalms.org/nalms-position-papers/nature-based-solutions/>)
- **Interstate Regulatory Council** – Contributor - Strategies for preventing and managing harmful cyanobacterial blooms.
- **Lake and Reservoir Management 32 (4): 373-385. 2016: Winston, B.,** T.J Scott, The synergistic effects of elevated CO₂ and nutrients on reservoir eutrophication
- **Fresh Water Science 33(3):755-764. 2014: Winston, B.,** T.J Scott, S. Hausmann, B. Morgan, The influence of rainfall on Algal Taste and Odor Production in a South-Central U.S Reservoir.
- **Journal of Paleolimnology 51:393-403. 2014: Winston, B.,** S. Hausman, J. Escobar, A sediment record of trophic state change in an Arkansas (USA) reservoir.
- **Environ. Sci.: Processes Impacts 16: 1290-1299. 2014: Clinton, Mash,** B. Winston, [D. Meints II](#), A. Pifer, [J.T. Scott](#), [W. Zhang](#) and [J. Fairey](#). Assessing trichloromethane formation and control in algal-stimulated waters amended with nitrogen and phosphorus.
- **Lake and Reservoir Management: 2017.** James Labounty Finalist for Best Journal Article

AFFILIATIONS

- NALMS – North American Lake Management Society
- NAEP – National Association of Environmental Professionals
- GARP – Global Association of Risk Professionals
- NABG – National Association of Black Geoscientist

IDENTIFYING INFORMATION:

NAME: Wilson, Alan

ORCID iD: <https://orcid.org/0000-0003-1080-0354>

POSITION TITLE: Professor

PRIMARY ORGANIZATION AND LOCATION: Auburn University, Auburn, Alabama, United States

Professional Preparation:

ORGANIZATION AND LOCATION	DEGREE (if applicable)	RECEIPT DATE	FIELD OF STUDY
Georgia Institute of Technology, Atlanta, Georgia, United States	PHD	05/2006	Applied Biology Fisheries and Wildlife
Michigan State University, East Lansing, Michigan, United States	MS	05/2001	Biology
University of North Carolina at Chapel Hill, Chapel Hill, North Carolina, United States	BA	05/1997	Biology
Young Harris College, Young Harris, Georgia, United States	AS	05/1995	Biology

Appointments and Positions

2007 - present Professor, Auburn University, Auburn, Alabama, United States

2022 - 2024 Panel Manager, USDA Small Business Innovation Research - Aquaculture program, Auburn, Alabama, United States

2014 - 2016 Program Director, NSF Division of Environmental Biology, Arlington, Virginia, United States

2006 - 2007 Postdoctoral Researcher, University of Michigan, Ann Arbor, Michigan, United States

Products**Products Most Closely Related to the Proposed Project**

1. Anantapantula S, Wittenzeller S, Gladfelter MF, Tenison SE, Zinnert H, Belfiore AP, Wilson AE. Copper sulfate treatment harms zooplankton and ultimately promotes algal blooms: A field mesocosm experiment. Harmful Algae. 2025 Feb;142:102800. PubMed PMID: [39947869](#).
2. Fernandez-Figueroa EG, Rogers SR, Waters MN, Wilson AE. The green convergence: United States lakes are collectively moving toward a eutrophic state. Harmful Algae. 2024 Nov;139:102721. PubMed PMID: [39567078](#).

Alan Wilson (continued)

3. Anantapantula SS, Wilson AE. Most treatments to control freshwater algal blooms are not effective: Meta-analysis of field experiments. *Water Res.* 2023 Sep 1;243:120342. PubMed PMID: [37544109](#).
4. Fernandez-Figueroa E, Wilson A, Rogers S. Commercially available unoccupied aerial systems for monitoring harmful algal blooms: A comparative study. *Limnology and Oceanography: Methods.* 2021 December 30; 20(3):146-158. Available from: <https://aslopubs.onlinelibrary.wiley.com/doi/10.1002/lom3.10477> DOI: 10.1002/lom3.10477
5. Buley R, Correia H, Abebe A, Issa T, Wilson A. Predicting microcystin occurrence in freshwater lakes and reservoirs: assessing environmental variables. *Inland Waters.* 2021 September 06; 11(3):430-444. Available from: <https://www.tandfonline.com/doi/full/10.1080/20442041.2021.1938491> DOI: 10.1080/20442041.2021.1938491

Other Significant Products, Whether or Not Related to the Proposed Project

1. Buley RP, Adams C, Belfiore AP, Fernandez-Figueroa EG, Gladfelter MF, Garner B, Wilson AE. Field evaluation of seven products to control cyanobacterial blooms in aquaculture. *Environ Sci Pollut Res Int.* 2021 Jun;28(23):29971-29983. PubMed PMID: [33580364](#).
2. Chislock M, Olsen B, Choi J, Abebe A, Bleier T, Wilson A. Contrasting patterns of 2-methylisoborneol (MIB) vs. geosmin across depth in a drinking water reservoir are mediated by cyanobacteria and actinobacteria. *Environmental Science and Pollution Research.* 2021 February 23; 28(24):32005-32014. Available from: <https://link.springer.com/10.1007/s11356-021-12973-z> DOI: 10.1007/s11356-021-12973-z
3. Hennessey AV, McDonald MB, Johnson PP, Gladfelter MF, Merrill KL, Tenison SE, Ganegoda SS, Hoang TC, Torbert HA, Beck BH, Wilson AE. Evaluating the tolerance of harmful algal bloom communities to copper. *Environ Pollut.* 2025 Mar 1;368:125691. PubMed PMID: [39848484](#).
4. Rider Z, Percich A, Hiripitiyage Y, Harris TD, Sturm BSM, Wilson AE, Pollock ED, Beaver JR, Husic A. Drivers of cyanotoxin and taste-and-odor compound presence within the benthic algae of human-disturbed rivers. *Water Res.* 2024 Apr 1;253:121357. PubMed PMID: [38401471](#).
5. Barros M, Leitão J, Aranha T, Simsek S, Buley R, Fernandez-Figueroa E, Gladfelter M, Wilson A, Capelo-Neto J. *Icyano* : a cyanobacterial bloom vulnerability index for drinking water treatment plants. *Water Supply.* 2020 December 01; 20(8):3517-3530. Available from: <https://iwaponline.com/ws/article/20/8/3517/77042/Icyano-a-cyanobacterial-bloom-vulnerability-index> DOI: 10.2166/ws.2020.239

Certification:

I certify that the information provided is current, accurate, and complete. This includes but is not limited to information related to domestic and foreign appointments and positions.

I also certify that, at the time of submission, I am not a party to a malign foreign talent recruitment program.

Misrepresentations and/or omissions may be subject to prosecution and liability pursuant to, but not limited to, 18 U.S.C. §§ 287, 1001, 1031 and 31 U.S.C. §§ 3729-3733 and 3802.

SCV Biographical Sketch v.2024-1

Approach and Methodology (45 Points)

GISJane and the project team approach every project with a traditional data gap analysis to determine what information is currently available and sufficient, and what data and information needs further development. After carefully examining the information, the team will determine how best to acquire or collect the needed data and how to accurately track and communicate project progress to the county. This will allow us to schedule and organize our work both in the field and at the desktop to have the best project start and provide a completed project delivery to the County on time and to meet the conditions of the county's grant agreement and satisfy the scope of work for reimbursement.

In parallel, and soon after NTP, we will share with the County our findings and the needed information to complete the Forecasting, Detection, and Mitigation of Harmful Algal Blooms (HABs) project. This will allow us to determine the right county staff, divisions and departments to engage to obtain the needed data, equipment and information, which in turn consolidates and minimizes the number of meetings and back and forth with County staff.

The next stage of this project will be determining the project water bodies within Polk County in consultation with County Staff and to determine the methodology that will be followed while implementing the project protocol for each lake. This will involve conducting a desktop study of available water quality data from Polk County Water Atlas. The study will include Land Use Land Cover (LULC) characteristics of the watersheds, projected changes and potential impacts on HABs. For example, increased impervious surface will increase surface water runoff and delivery of nutrients to aquatic systems potentially increasing HABs.

Team Members and Abilities:

Jane Thompson CFM, GISP: GISJane, LLC is owned and operated by Jane E. Thompson, Certified Floodplain Manager (CFM) and GIS Professional (GISP) with over twenty years of experience mapping the environment, flooding and watersheds of the State of Florida. Jane's decades of experience in GIS, Floodplain Management, Environmental Science, Community Outreach and Grant application and management will be leveraged on this project. Jane excels at building relationships around GIS, remote sensing, innovative technologies, water quality, floodplain and asset management. Jane has extensive experience in asset management and master planning of watersheds, stormwater service areas, environmental and floodplains and performs QA/QC of engineering modeling inputs and results. Intergovernmental Outreach is Jane's passion in which she utilizes GIS to help communicate big concepts like predictive analytics, emerging toxins, remote sensing and future environmental conditions.

Amee Bailey , AICP, GISP: Amee Bailey, has more than 25 years of service in the public sector with Polk County and other Central Florida communities and with additional experience in private sector consulting. As founder of a small business, GeoPlanning Solutions, Mrs. Bailey has lead several small business partnerships to create and manage teams of talented and technical professionals with varying expertise including engineers, surveyors and mappers, GIS professionals, biologists, environmental scientists and water quality experts. Amee's experience in Polk County with the natural resources of the county makes her a perfect fit for managing the team and bringing the project to a successful completion.

Byron Winston: Dr. Byron A Winston is a Senior Environmental Scientist with over 20 years of research and consulting experience in both ground water and surface water environments for major clients in Drinking Water Services, Oil and Gas Industry, State, and Local Government agencies. Dr. Winston's technical work in surface waters has focused on impacts from multiple stressors on aquatic ecosystems, particularly nutrient enrichment and associated harmful algal blooms (HABs), climate change and hydrologic change, sedimentation, taste-and-odor episodes, and disinfection by-product formation in drinking water. He serves as a surface water quality specialist on the AECOM Harmful Algal Bloom Team developing nature-based solutions for prevention and mitigation of HABs. His work has led to several publications in leading scientific research journals on detecting, monitoring, and controlling HABs in aquatic ecosystems.

Dr. Alan Wilson: Is a Professor an Assistant Director at the Auburn University School of Fisheries, Aquaculture and Aquatic Sciences. Alan is broadly interested in understanding the ecology of freshwater lakes, ponds, and reservoirs. Specifically, he studies the abiotic and biotic mechanisms mediating the promotion or control of freshwater harmful algal blooms and taste-and-odor events in aquaculture ponds, recreational reservoirs, and drinking water reservoirs. Alan also studies the threat that harmful algal blooms pose to livestock. Dr. Wilson has over 130 journal publications in leading scientific research journals on detecting, monitoring, and controlling HABs in aquatic ecosystems.

Quality Assurance/Quality Control Program

GISJane has a comprehensive Quality Assurance/Quality Control (QA/QC) program modeled after the Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection. The QA/QC program is integrated into all phases of project planning, execution, and review to ensure technical accuracy, regulatory compliance, and client satisfaction. Quality Assurance focuses on proactive planning and procedures that guide the project from the outset, such as standardized protocols and is followed up by rigorous inspection, review, and verification of deliverables at key milestones. Our QA/QC

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program begins with the development of the Quality Assurance Project Plan (QAPP) which will be approved by the County before any work begins. The QAPP will comply with FDEPs standards and specify the sampling procedures, locations, instruments, and parameters to be sampled. The QAPP will also outline SOPs for fieldwork, lab analysis, data handling, and reporting. We implement SOPs for field sampling, data management, and reporting. All technical documents undergo a formal peer review process. Equipment will be regularly calibrated and maintained, and staff participate in ongoing training to stay current with industry standards and regulations.

Once the QAPP is approved if any significant changes in sampling project design, changes in the project analyte list, changes in procedures or test methods, changes in equipment, or changes in key personnel occur, our firm will submit appropriate revisions to the County's Contract Manager for review. No revisions will be implemented until they have been approved (or conditionally approved) by the County's Contract Manager.

Schedule

Task / Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date / Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Execution	12/30/2025	
1a	Draft QAPP			10/15/2025
1b	Final QAPP			10/30/2025
2	Integrated Approach for HAB Prediction, Monitoring, Detection and Mitigation: Development and Evaluation of SOPs and Techniques	Upon Execution	12/30/2026	
2a	Predict HABs			12/30/2026
2b	Monitor HABs and Toxins			12/30/2026
2c	Predict, Detect and Mitigate HABs			12/30/2026
3	Final Report	Upon Execution	5/30/2027	
3a	Draft Final Report			1/30/2027
3b	Final Report			5/30/2027

GISJane and team will organize this effort into areas of technical expertise and track each task toward the completion of the entire project assignment. The schedule will have a defined milestone and overall deadline to give the County the space to review, make any necessary edits , and submit on or before the County's deadline.

Survey Questionnaire – Polk County (10 Points)

RFP 25-285, Forecasting, Detection, and Mitigation of HABs

To: Darryl Boudreau (Name of Person completing survey)
Northwest Florida Water Management District (Name of Client Company/Vendor)

Phone Number: 850-207-4477 Email: darryl.boudreau@nwfwater.com

Subject: Past Performance Survey of Similar work:

Algae Harvesting and Biomass Reuse for Sustainable

Project name: Nutrient Reduction of Agricultural Runoff to the Gulf of Mexico

Name of Vendor being surveyed: AECOM

Cost of Services: Original Cost: \$960,000

Ending Cost: \$960,000

Contract Start Date: November 2022

Contract End Date: February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator Darryl Boudreau

Signature of Evaluator: _____

Please fax or email the completed survey to: jane.thompson@gisjane.org



Lyle Seigler
Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

July 9, 2025

Mr. Brad Howard
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

Dear Mr. Howard,

The Northwest Florida Water Management District (District) is pleased to provide a letter of reference for contractual support provided by AECOM.

The District is charged with protecting the water resources of northwest Florida and does so in part through our Surface Water Improvement and Management (SWIM) program. One of the methods we leverage is deploying innovative technologies to evaluate their effectiveness at addressing challenging water quality issues.

AECOM was contracted by the District to implement a project funded through an EPA Farmer to Farmer grant. The project's goal was to demonstrate an innovative and sustainable approach for algae harvesting and to curb off-site nutrient discharge from agricultural practices. The project, which was completed on time and within budget, received EPA's 2025 Gulf Guardian Award, the 2024 NAEP's Environmental Excellence Award for Best Available or Innovative Technology, and FDEP's 2023 Northwest District Environmental Stewardship Award.

The District is exceptionally satisfied with the work done by AECOM and we look forward to working with them again in the future.

If we can provide further information, please do not hesitate to contact me at (850) 539-5999 or Kathleen.Coates@nwfwater.com.

Sincerely,

Kathleen Coates

Kathleen Coates, P.E.
Director, Resource Management Division

GEORGE ROBERTS
Chair
Panama City

JERRY PATE
Vice Chair
Pensacola

NICK PATRONIS
Secretary
Panama City

JOHN W. ALTER
Malone

GUS ANDREWS
DeFuniak Springs

TED EVERETT
Chipley

KELLIE RALSTON
Tallahassee

ANNA UPTON
Tallahassee

Survey Questionnaire – Polk County (10 Points)

RFP 25-285, Forecasting, Detection, and Mitigation of HABs

To: Daniel Clemmer (Name of Person completing survey)

~~Clemmer Catfish Farms~~ (Name of Client Company/Vendor)

Phone Number: 334-419-7560

Email: DClemmer@outlook.com

Subject: Past Performance Survey of Similar work:

Does sampling size scale affect vegetation Index

Project name: calculations in ponds that vary in productivity?

Name of Vendor being surveyed: Dr. Alan Wilson

Cost of Services: Original Cost: \$xxxxxx \$100,000

Ending Cost: \$xxxxx ONGOING (2025)

Contract Start Date: Mm/yyyy AUG— 2023

Contract End Date: ONGOING (2025)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Vendor /Individual again) and 1 representing that you were very unsatisfied (and would never hire the Vendor /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Daniel Clemmer

Signature of Evaluator: Daniel E. Clemmer

Please fax or email the completed survey to: jane.thompson@gisjane.org

RFP 25-285 TAB 4 TABLE	
PROJECT 1	
CLIENT NAME	NWFWMD
FIRST NAME	DARRYL
LAST NAME	BOUDREAU
PHONE NUMBER	850-207-4477
EMAIL ADDRESS	DARRYL.BOUDREAU@NFWFATER.COM
PROJECT NAME	Algae Harvesting and Biomass Reuse for Sustainable Nutrient Reduction of Agricultural Runoff to the Gulf of Mexico
COST OF SERVICES	\$960,000
DATE COMPLETE	Feb-25
PROJECT 2	
CLIENT NAME	Clemmer Catfish Farms
FIRST NAME	Daniel
LAST NAME	Clemmerr
PHONE NUMBER	334-419-7560
EMAIL ADDRESS	Dclemmer@outlook.com
PROJECT NAME	Does sampling size scale addect vegetation Indexcalculations in ponds that vary in productivity?
COST OF SERVICES	\$100,000
DATE COMPLETE	ONGOING

Exhibit Aiii – Scope of Services

PROJECT TITLE: Forecasting, Detection, and Mitigation of HAB through Innovative Technology in Polk County

PROJECT LOCATION: The Project will address samples collected from public access lakes and streams in Polk County, Florida. See Figure 1 Location map.

PROJECT BACKGROUND: Harmful algal blooms (HABs) pose significant threats to both human health and ecosystems, not only in Polk County but also worldwide. The proliferation of these blooms is largely attributed to the rising human population and the influx of nutrients into aquatic systems. As a result, new technologies have been developed in which managers can detect and even forecast HABs.

PROJECT DESCRIPTION: The project is located in Polk County, and the studies will be conducted on publicly accessible lakes to gain a better understanding of nutrient loadings and HABs trends in Polk County. The goal is to use innovative technology to gain a better insight into HAB threats to Polk County by creating baseline trends and distribution of HABs. This work provides the foundation for and will build standard operating procedures to detect, monitor and mitigate HABs. The long-term goal would be to use the findings of this work to address additional waterbodies in Polk County. Innovative technology will be used in primary areas related to HAB: 1) prediction of HAB will use multi-spectral camera with software, HydroCycle-PO4 sonde, YSI EXO2 deployable multi-parameter probes, and Discrete Analyzer to detect nitrogen and phosphorus in ambient samples; 2) detection of HAB species and toxins using a combination of FloCam Cyano (or similar technology) to identify cyanobacteria, Abraxis test kits to identify presence of toxins, and Abraxis ELISA to quantify toxins; and 3) WasteShark autonomous drone.

TASKS & DELIVERABLES:

Task 1: Quality Assurance Project Plan

Task Description: GISJane will submit and receive approval on a Quality Assurance Project Plan (QAPP) prior to the commencement of project-related work. The QAPP must specify the sampling procedures, locations, instruments, and parameters to be sampled.

Deliverable 1a: GISJane will submit a draft QAPP in Word format to Polk County. Upon request, GISJane will provide a paper copy of the Draft QAPP to Polk County.

Performance Standard 1a: Polk County will review the draft QAPP for compliance with this Agreement and the quality assurance requirements, to ensure sufficient monitoring is planned to measure project effectiveness and provide comments to GISJane as needed prior to Final QAPP submittal.

Deliverable 1b: GISJane will submit the Final Department-approved QAPP electronically in PDF format to Polk County. Upon request, GISJane will provide a paper copy of the Final QAPP to Polk County.

Performance Standard 1b: Polk County will review the Final QAPP to ensure that draft comments have been incorporated and the Final QAPP is in compliance with this Agreement and the quality assurance requirements. Upon review and written approval by Polk County of the Final QAPP, GISJane may proceed with payment request submittal.

Task 2: Integrated Approach for HAB Prediction, Monitoring, Detection and Mitigation: Development and Evaluation of SOPs and Techniques

Task Description: GISJane will develop comprehensive procedures to predict, monitor, detect and mitigate HABs in central Florida lakes. These efforts aim to establish efficient methods for ongoing HAB management in the region.

Predict HABs - GISJane will develop an empirical model expressing the relationship between in situ water quality data and multispectral imagery data (remote sensing reflectance) collected by helicopter and satellite. Water quality samples will be collected and analyzed for Chlorophyll-a, cyanobacteria species/counts, and ancillary analytes. This will be done during different seasons at varying levels of cyanobacteria blooms. The data will be evaluated and calibrated/validated to determine the best fit model (testing different multispectral bands and varying levels of blooms) utilizing workflows of peer reviewed studies. Once the tool/model is calibrated for our local waterbodies, monitoring and prediction of cyanobacteria blooms could be done by either downloading free satellite multispectral data, or utilizing a UAV or helicopter equipped with multispectral camera.

Monitor HABs - GISJane will coordinate a study that collects monthly samples and analyzes them for HAB using innovative field and laboratory technologies, such as AI learning, flow cam, braxis strips, algae torches, and multispectral lens for HAB identification and density sampling. Monthly samples will be taken at a minimum of 10 central Florida lakes.

Predict, Detect and Mitigate HABs - GISJane will use WasteShark drone and a data platform capable of autonomous operation including sensors to measure Temperature, pH, Turbidity, Ammonia, Nitrate, and Chlorophyll-a. This equipment will be utilized in a variety of different scenarios in central Florida lakes. The County will develop and coordinate a series of protocols to test the capabilities of the equipment, accuracy, and practicality in the prediction, detection and possible mitigation of HAB.

Deliverables 2a: Predict HABs

GISJane will submit to Polk County:

1. Sampling logs (including field and weather data) and
2. A detailed report summarizing the empirical model and study.

Upon request, GISJane will provide a paper copy or copies to Polk County. These deliverables must be submitted 30 days prior to payment request for this task.

Performance Standard 2a: Polk County will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by Polk County of each deliverable under this task, GISJane may proceed with payment request submittal.

Deliverables 2b: Monitor HABs and Toxins

GISJane will be responsible for submitting an electronic copy of the Monitoring Report to Polk County for review of process stability. The Monitoring Report will be submitted in accordance with the QAPP that includes:

1. A summary of the completed monitoring activities with dates completed,
2. Date-stamped photos,
3. Sampling conducted and any not conducted and why,
4. Monitoring results along with the interpretation of those results,
5. Laboratory report(s), and
6. Sampling logs (including field and weather data).

Upon request, GISJane will provide a paper copy or copies to Polk County. These deliverables must be submitted 30 days prior to each payment request for this task.

Performance Standard 2b: Polk County will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by Polk County of each deliverable under this task, GISJane may proceed with payment request submittal.

Deliverables 2c: Predict, Detect and Mitigate HABs

GISJane will submit the following to Polk County:

1. Equipment Performance Evaluation: A comprehensive evaluation of the WasteShark drone's performance in various scenarios, including its effectiveness in predicting HAB occurrences, detecting HABs and associated parameters, and potential mitigation actions based on collected data.
2. Electronic copies of the completed SOPs/Protocols

Upon request, GISJane will provide a paper copy or copies to Polk County. These deliverables must be submitted 30 days prior to payment request for this task.

Performance Standard 2c: Polk County will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by Polk County of each deliverable under this task, GISJane may proceed with payment request submittal.

Task 3: Final Report

Task Description: GISJane will prepare a Final Report summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report will include at a minimum:

- Abstract providing a concise overview of the project scope, objectives, key findings, and implications for the target community or stakeholders.
- Project location and background, project description and timeline, grant award amount, and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match or locally pledged contributions provided, along with other related project work performed outside of this Agreement to identify the overall project cost.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during, and after), appropriate figures (site location, site plan[s]. etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.
- Discussion of whether the anticipated benefits have been/will be realized (e.g., why a Best Management Practice (BMP) approach did or did not exceed the expected removal efficiency).
- Summary of monitoring activities completed and any not completed and why, monitoring results, and an interpretation of data based on planned versus realized results.
- A Techno-Economic Analysis (TEA) to evaluate the economic performance of the technology.

Deliverable 3a: Draft Final Report

GISJane will submit an electronic copy of the draft Final Report in Word format to the Polk County Grant Manager for review and comments, prior to submission of the Final Report. Upon request, GISJane will provide a paper copy of the draft Final Report.

Performance Standard 3a: Polk County's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the GISJane for incorporation into the Final Report

Deliverable 3b: Final Report

GISJane will submit an electronic copy of the Final Report, with all suggested changes incorporated, in PDF format to the Polk County's Grant Manager for review and approval. Upon request, the GISJane will provide a paper copy of the Final Report.

Performance Standard 3b: Upon review and written approval by the Polk County's Grant Manager of the Final Report, GISJane may proceed with payment request submittal for this task.

Payment Request Schedule: GISJane may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

Assumptions

Laboratory and modeling subcontract costs will be confirmed once vendor selection and scope alignment occurs. Equipment/supply costs are inclusive of field consumables, calibration standards, UAV flight batteries, and data-storage media. Travel and mileage within Polk County are included in the hourly rate. An hourly rate of \$150/hour covers professional, technical, and administrative labor blended. Any expansion of lake coverage or additional analytes will be addressed through negotiated amendment.

Project Timelines

The following schedule provides the timeline for project tasks and deliverables. The tasks will be completed by the corresponding task end date and all deliverables by the designated due date.

Task / Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date / Frequency
1	Quality Assurance Project Plan (QAPP)	Upon Execution	3/31/2026	
1a	Draft QAPP			2/14/2026
1b	Second Draft QAPP (if applicable)			3/1/2026
1c	Final QAPP			3/16/2026
2	Integrated Approach for HAB Prediction, Monitoring, Detection & Mitigation: Development and Evaluation of SOPs and Techniques	Upon Execution - QAPP requirement	4/30/2027	
2a	Predict HABs			3/16/2027
2b	Monitor HABs & Toxins			3/16/2027
2c	Detect & Mitigate HABs			3/16/2027
3	Final Report	Upon Execution	6/30/2027	
3a	Draft Final Report			4/30/2027
3b	Final Report			6/15/2027

All work shall be performed in compliance with DEP Exhibit D and Chapter 62-160, F.A.C., and consistent with the approved QAPP. GISJane, LLC shall coordinate closely with Polk County and DEP throughout the project to ensure deliverables meet programmatic and technical requirements.

Project Fee

GISJane proposes to perform this scope of work for Polk County on a lump sum basis in the amount of **\$300,000** as follows:
Budget Detail By Task

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$10,000
	Total for Task	\$10,000
2	Contractual Services	\$280,000
	Total for Task	\$280,000
3	Contractual Services	\$10,000
	Total for Task	\$10,000
	Project Total	\$300,000

Budget Detail By Sub-Task

Task / Deliverable No.	Description	Sub-Tasks / Components	Estimated Fee
1	Quality Assurance Project Plan (QAPP)	1a Draft QAPP – Draft QAPP	\$10,000
		1b Second Draft QAPP (if applicable)	
		1b Final QAPP	
2	Integrated Approach for HAB Prediction, Monitoring, Detection & Mitigation: Development and Evaluation of SOPs and Techniques	2a Predict HABs	\$280,000
		2b Monitor HABs & Toxins	
		2c Detect & Mitigate HABs	
3	Final Report	3a Draft Final Report	\$10,000
		3b Final Report	
		TOTAL:	\$300,000

Compensation

GISJane will submit invoices to Polk County monthly based on the estimated percentage complete for each task and as project milestones are achieved. Sub-consultants' invoices will be submitted as backup documentation along with description of activities with appropriate deliverables. Invoices are expected to be paid within 30 days of receipt of payment.

Figure 1. Polk Publicly Accessible Lakes

Figure 1. Polk's Public Accessible Lakes

