

# RFP REGISTRATION

You **MUST** register using this form in order 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 & Title:** 19-660, Third Party Consultant Review of Conditional Use Application for Land Development Division

**Description:** Third party technical assistance with Mosaic Fertilizer, LLC Conditional Use approval Level 4 Review pursuant to Polk County's Land Development Code to request an extension of the Green Bay Gypsum Stack. Land Development is seeking third party technical assistance with the review related to certain components of the application.

**Receiving Period:** May 08, 2019, prior to 2:00 p.m.

**Bid Opening:** May 08, 2019, 2:00 p.m.

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

Special Instructions: N/A

Questions regarding this RFP must be in writing and must be sent to Ben Davis, Procurement Analyst, via email at [Bendavis@polk-county.net](mailto:Bendavis@polk-county.net) or via fax at (863) 534-6789. **All questions must be received by May 01, 2019, 4:00 p.m.**

## RFP REGISTRATION

**FAX THIS FORM BACK IMMEDIATELY IF YOU ARE INTERESTED IN SUBMITTING  
FAX: (863) 534-6789**

Carefully complete this form and e-mail or fax it to the Procurement Division. You should submit one form for each proposal that you are registering for. This will assist in receiving addendums for this RFP.

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

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

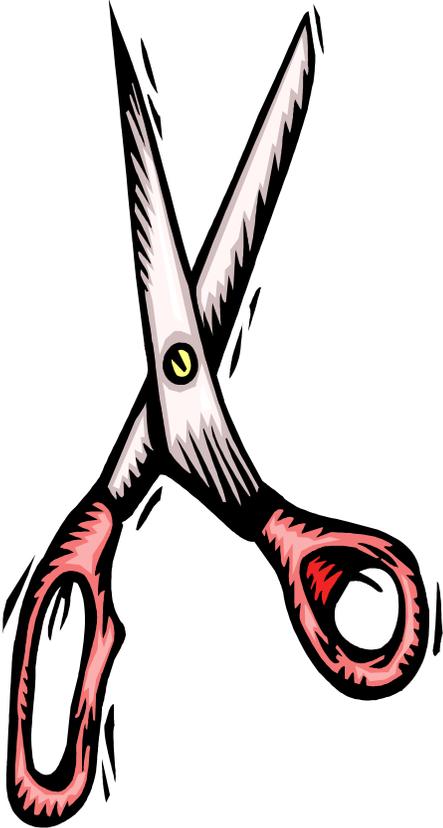
Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Cut along the outer border and affix this label to your sealed envelope to identify it as a **“Sealed RFP”**. Be sure to include the name of the company submitting the RFP where requested.

<p align="center"><b>SEALED RFP • DO NOT OPEN</b></p> <p>SEALED RFP NO.: <u>19-660</u></p> <p>RFP TITLE: <u>Third Party Consultant Review of Conditional Use Application for Land Development</u></p> <p>DUE DATE/TIME: <b><u>Wednesday May 08, 2019, prior to 2:00 p.m.</u></b></p> <p>SUBMITTED BY: _____ (Name of Company)</p> <p>DELIVER TO: PROCUREMENT DIVISION 330 West Church Street, Room 150 Bartow, Florida 33830</p>
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**POLK COUNTY**  
**Procurement Division**  
Fran McAskill  
Procurement Director

**REQUEST FOR PROPOSAL 19-660**

**Third Party Consultant Review of Conditional Use Application for Land Development Division**

Sealed proposals will be received in the Procurement Division, **Wednesday, May 08, 2019** 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 <http://www.polk-county.net/bocccsite/doing-business/bids/>. 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 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 Ben Davis, via email at [bendavis@polk-county.net](mailto:bendavis@polk-county.net) or via fax at (863) 534-6789. All questions must be received by May 01, 2019, 4:00 p.m.**

***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 a 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**

Polk County, a political subdivision of the State of Florida seeks professional engineering services for Third Party Consultant Review of Conditional Use Application for Land Development Division.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) firm.

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4, and Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

## **BACKGROUND, PURPOSE AND SCOPE**

### **Background & Purpose:**

The purpose of this Request for Proposal (RFP) is to seek a third party consultant to assist the Polk County Land Development Division in a specific project review. Specifically, Mosaic Fertilizer, LLC (Mosaic) will be seeking Conditional Use approval via a Level 4 Review pursuant to Polk County's Land Development Code to authorize reactivation and extension of the Green Bay gypsum stack. The Land Development Division is seeking third party technical assistance with the review related to certain components of the application. Technical assistance is needed to review the proposed project relative to the application components outlined below under Detailed Scope of Work.

### Project Overview

Mosaic proposes meeting the operational storage requirements for the Bartow facility by reactivating the existing Green Bay gypsum stack to utilize its remaining storage capacity, repurposing existing operational areas to stacking, and extending the project by an additional 260 acres. The project is proposed to be completed in several phases to include the following components:

- 1.(a) Reactivation of the idled north Green Bay gypsum stack
- 1.(b) Supplementing and relocating the existing pipeline infrastructure between Bartow to Green Bay, to transfer gypsum slurry and process water
2. Repurposing existing/lined operational areas (closed cooling pond, etc.) to receive gypsum
3. Extension of the current project footprint
4. Construction to final elevation of 300 ft Above Ground Level (AGL)

\*Please see “Background” found at the end of Scope of Services for further information related to the Green Bay gypsum stack.

### **SCOPE OF SERVICES**

The scope of work is expected to include, but may not be limited to: the consultant will conduct a technical review of the proposed project for the components of the application referenced below. The review process by the third party consultant should be inclusive of the following scope of work:

- Attend kick-off meeting with the Polk County Land Development Division to discuss project objectives, schedule and other relevant project information.
  - Initial review of the application, inclusive of any requisite background information, such as previous submittals relative to the Green Bay gypsum stack, and verify completeness of the application.
  - Conduct site visits as necessary.
  - Conduct a technical review of the following application components with respect to local, state and federal requirements.
1. Groundwater and surface water – review existing and future conditions and proposed monitoring plan including:
    - a. Existing hydrologic conditions (both ground and surface water) on and abutting the site, recirculation system, and/or cooling water pond
    - b. Existing and proposed monitoring plan
    - c. Compliance with existing FDEP regulations or specifications for phosphogypsum stacks
    - d. Lineation study of the area
  2. Soils
    - a. On-site soil characteristics
    - b. Measures to prevent or control soil erosion due to wind and rainfall during site preparation and construction
  3. Process water management plan  
Volume, characteristics, and treatment techniques of process wastewater
  4. Gypstack stability
  5. Air monitoring  
Methods to contain fugitive dust during site preparation and construction

Measures to be employed to maintain compliance with air quality standards

- Prepare a sufficiency letter providing comments relative to any incomplete elements of the project application (up to two cycles of comments), to include attending a meeting each time to discuss the comments with the applicant and their consultant preparing the application.
- Review responses to insufficiency comments (up to two cycles of comments)
- Assist Land Development Division staff in review of any proposed conditions of approval with respect to the application components referenced above.
- Prepare a summary documenting the findings of the third party review.
- Attend public hearings (up to three) and provide technical assistance and expert testimony at the hearing.

## **BACKGROUND**

The Green Bay facility formerly manufactured sulfuric acid, phosphoric acid, and phosphate-based fertilizers. The manufacturing facility discontinued all manufacturing activities in May 2006, and closed in November 2009. The current Green Bay phosphogypsum stack system includes the inactive North Stack, unlined inactive South Stack systems and the Regional Process Water Storage Pond and pipeline system.

Mosaic's manufacturing facility in Bartow (directly to the north of Green Bay) has been in operation for decades and is where phosphate rock is reacted with sulfuric acid to produce phosphoric acid (which in turn is used to produce fertilizer). Phosphogypsum (calcium sulfate) is produced as a byproduct. In the U.S., phosphogypsum generally is required to be stored onsite, in engineered systems, known as gypsum stacks. Permitting, construction, operation, maintenance, closure and long term care of gypsum stacks are regulated by the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection (FDEP).

The active gypsum stack at Bartow, where phosphogypsum is currently stored, is projected to reach its permitted capacity in 2022 under the current footprint. To provide for operation beyond 2022, the Bartow facility must create additional capacity to store phosphogypsum. The best way to accomplish that with the least disruption to the local area is to reactivate existing infrastructure by utilizing the remaining storage capacity at Green Bay and subsequently extend the footprint of the Green Bay gypsum stack.

A comparative analysis of alternatives indicates that a reactivation and repurposing southward and an eastward extension of the current footprint would result in the least environmental impact.

*\*Prepared by Mosaic Fertilizer, LLC*

## **AGREEMENT**

The applicant, Mosaic Fertilizer, LLC, is preparing to submit its Conditional Use application in July 2019. Therefore, services would need to commence in July 2019 and would conclude with the final public hearing in accordance with the scope of work outlined above. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

## **EVALUATION CRITERIA**

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP 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 responses shall be contained within a three ring binder (original and each copy in separate binders). For the purposes of this RFP, **one page equals a single sided page**. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

### **Tab 1 – Executive Summary**

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

### **Tab 2 –Approach to Project (35 Points)**

(Maximum of four (4) pages)

- 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 in regards 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 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)**

- Provide a maximum of three (3) projects performed within the past five (5) years of similar size and scope. Specifics should be given to demonstrate successful performance on those contracts and the firms', or teams', understanding of the requirements and timely completion of the project. Identify the key staff and their role in each project listed. If subconsultants or a joint venture were utilized, the working relationship on the projects must be indicated. Indicate if the proposed team for this contract has successfully worked together on the listed projects. Provide references for the past projects cited above including contact person, title, telephone number, email address, project location, services provided and contract amount. **(Limit response to one (1) page per project)**
  
- For each project please provide:
  - a. Name and location of the project;
  - b. Size and cost of the project;
  - c. Project representative name, address, phone number, and email address;
  - d. Date project was completed or is anticipated to be completed; compare to the original date.
  - e. The nature of the firm's responsibility on the project;
  - f. Identify the key staff and their role in each project;
  - g. Identify working relationship of consultants or joint venture on project, if applicable;
  - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
  - i. List of any time extensions created by item h above.
  
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
  
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - a) Name and current position held by the person
  - b) Name, title and project assignment
  - c) Experience:
    - (1) Types of projects.
    - (2) Size of projects (dollar value of project).
    - (3) What were their specific project involvements?

- Demonstrate each key staff’s availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide:
  - Their locations that can be utilized to expedite a deliverable if required.
  - 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 4 Is the Firm a “Polk County Entity”? (5 Points)**

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
  - Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
  - Provide documentation of the sub-consultant’s headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
  - Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
    - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable

to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.

- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

**Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)**

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. **(Limit response to one page)**
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s Purchasing Procedures. Polk County’s Purchasing Procedures

recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
  - Florida Minority Supplier Development Council
  - Women Business Enterprise National Council
  - The State of Florida Office of Supplier Diversity
  - Florida Department of Transportation
  - U. S. Small Business Administration
  - Federal Aviation Authority
  - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

#### **Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)**

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the Planning and Development staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SFWMD, SWFWMD, SJRWMD, FDEP and Polk County Health Department. Show an organizational chart of the team highlighting the key individuals who will work on this contract. Provide a matrix showing the capabilities listed above versus each proposed team member indicating their personal experience. **(Limit response to five (3) pages: one (1) page of narrative, one (1) page for the organizational chart, and one (1) page for the capabilities matrix).**

### **Tab 7 – Timely Completion of Projects (5 Points)**

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. **(Limit response to two (2) pages maximum)**

### **Tab 8 – Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. **(See Exhibit 1)** Procurement will take the average of all three 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

### **SUBMITTAL OF PROPOSALS**

Interested parties are invited to submit one original marked **ORIGINAL** and seven (7) copies marked **COPY**, and one (1) complete submittal on **CD** of their proposal in a sealed container to the Procurement Division. The envelope should be labeled **RFP #19-660, Professional Engineering Services for Third Party Consultant Review of Conditional Use Application for Land Development Division** and marked with the respondents name and address. The Proposals may be mailed or delivered to:

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

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, May 08, 2019.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

### **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.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- 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 (Scoring)**

- Procurement shall score each Proposal on the following evaluation criteria:

• Local (Tab 4)	5 points
• W/MBE Certification (Tab 5)	5 Points
• Surveys of Past Performance (Tab 8)	<u>10 points</u>
Subtotal Points	20 points

by the process stated under each corresponding Tab description as set forth on Pages 7-10.

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

• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel, and Technical Resources	35 Points
• Interaction w/ County & Regulatory (Tab 6) Agencies	5 points
• Timely Completion of Projects(Tab 7)	<u>5 points</u>

Subtotal Points

80 points

by the following process:

(1) 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 criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

(2) 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.

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

(4) 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.

(5) 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.

(6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. 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 will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance

- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

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.

#### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement in accordance with Section 287.055(5), Florida Statutes.

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 recommend to the Board to approve 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, 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 that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

# ATTENTION PROPOSERS

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered.

You may register by going to the following link:

<http://www.polk-county.net/boccsite/Doing-Business/Vendor-Registration/>

Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information.

Only registered vendors will receive notifications of future bids and quotes.

## **GENERAL CONDITIONS**

### **CONTACT**

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 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 a 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 firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. 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. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project 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 coverages.

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

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

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:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile 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 all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

## **INDEMNIFICATION**

Consultant, 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 Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant 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 Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees; provided, however, that Consultant 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**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the

convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms 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 his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm 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, firm 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 response 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 <http://www.polk-county.net/boccsite/doing-business/bids/>. 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. Persons or firms 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 ninety (90) 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.

## **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 responses 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.**

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 responses 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 responses 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 <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

## **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 firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of

Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify) or contact USCIS at **1-888-464-4218**.

## **LIMITATIONS**

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

## **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.

## **PUBLIC RECORD LAWS**

(a) The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the service. If the Consultant 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 Consultant keeps and maintains public records upon completion of this Agreement, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7585  
EMAIL: [Doglewis@polk-county.net](mailto:Doglewis@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).

**THE FOLLOWING SECTION SHOULD BE COMPLETED BY ALL PROPOSERS:  
(SUBMITTAL PAGE)**

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

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

**NOTE:** COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER.  
CURRENT W9 SHOULD BE SUBMITTED WITH BID.

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

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

\_\_\_\_\_  
(County) (State) (Zip Code)

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

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

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

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

Type of Organization:

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

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

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

**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 firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

**Sending the Survey**

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

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

CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City of Austin).
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 (Engineering Services for X Project) (Engineering Services for X Project), Etc.
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2016)

2. The Consultant 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 Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter the name of the Consultant being surveyed.
4. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8.
5. 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 19-660, Professional engineering services for Third Party Consultant Review of Conditional Use Application for Land Development Division**

To: \_\_\_\_\_  
 (Name of Person completing survey) (Name of Client Company/Firm)

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

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

Subject: Past Performance Survey of:

\_\_\_\_\_ (Project Name)

Consultant Name: \_\_\_\_\_  
 (Name of firm being surveyed)

Cost of Services: \_\_\_\_\_ Date Complete: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/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)	

\_\_\_\_\_  
 Printed Name of Evaluator

\_\_\_\_\_  
 Signature of Evaluator

Please fax or email the completed survey to: \_\_\_\_\_

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 19-660, Professional engineering services for Third Party Consultant Review of Conditional Use Application for Land Development Division

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

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION 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.**

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

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

\_\_\_\_\_  
Signature Title Date

**STATE OF:** \_\_\_\_\_  
**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_

who has produced (Print or Type Name)

\_\_\_\_\_ as identification.  
(Type of Identification and Number)

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

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

\_\_\_\_\_  
Notary Commission Number/Expiration