

RFPQ 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.

RFPQ Number and Title: 19-451, ATV Rentals for Bone Valley ATV Park

Description: Provide all labor, equipment, supplies to provide ATV rentals at Bone Valley ATV Park.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 1, 2019

Bid Opening: Wednesday, May 1, 2019 at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFPQ must be in writing and must be sent to Zachary Six, Procurement Analyst, via email at zacharysix@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, April 23, 2019, prior to 4:00 p.m.

**RFPQ REGISTRATION
FAX THIS FORM BACK IMMEDIATELY
FAX: (863) 534-6789**

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each RFPQ that you are registering for.

Company Name: _____

Contact Person: _____

Mailing Address: _____

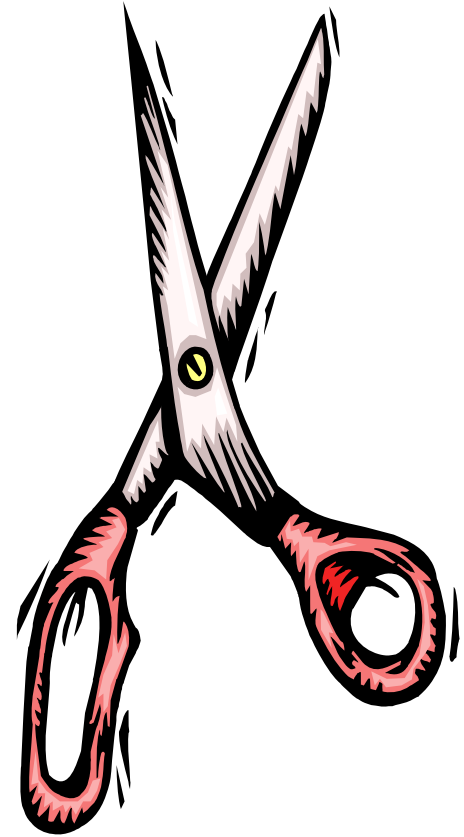
City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____

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

<p>SEALED RFPQ • DO NOT OPEN</p> <p>SEALED RFPQ NO.: <u>19-451</u></p> <p>RFPQ TITLE: <u>ATV Rentals for Bone Valley ATV Park</u></p> <p>DUE DATE/TIME: <u>Wednesday, May 1, 2019 prior to 2:00 p.m.</u></p> <p>SUBMITTED BY: _____ (Name of Company)</p>
<p>DELIVER TO: PROCUREMENT DIVISION 330 West Church Street, Room 150 Bartow, Florida 33830</p>



POLK COUNTY

Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL QUOTE 19-451 ATV Rentals for Bone Valley ATV Park

Sealed proposals will be received in the Procurement Division, **Wednesday, May 1, 2019, prior to 2:00 p.m.**

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

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

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 RFPQ solicitation.

Questions regarding this RFPQ must be in writing and must be sent to Zachary Six, Procurement Analyst, via email at zacharysix@polk-county.net or via fax at (863) 534-6789. All questions must be received by Tuesday, April 23, 2019, prior to 4:00 p.m.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFPQ 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 Quote and ends upon recommendation of award. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for award pursuant to this RFPQ and for contracts to be awarded pursuant to RFPQs or Requests for Bid that the County may issue in the future.

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

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

INTRODUCTION

Polk County, a political subdivision of the state of Florida has operated Bone Valley ATV Park for three years. The facility is a 200 acre park that includes trails, a track, two hill climb area and training areas. The facility will begin expansion of 300 additional acres within the next year. A need for rental vehicles for potential clients has become evident over the past year as the park has become more popular.

Polk County seeks the submittal of information from vendors interested in providing ATV rentals for Bone Valley ATV Park.

Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

SCOPE OF SERVICES

Vendors will provide ATV rentals during the operational hours of Bone Valley ATV Park. The park currently operates Friday-Monday from 8:00 a.m. to 5:00 p.m. Vendors must have a minimum of four (4) vehicles for rent along with an attendant to be present, on-site at the park, at all times. Attendant will be responsible for vendor's clients while on Bone Valley ATV Park property. ATVs may include motorcycles, 4 wheelers and side-by-sides. Vendors will be supplied with a location to meet their clients and conduct business. A site for Conex storage boxes will also be available for vendors, if they choose not to transport them at the end of each day.

Polk County may award up to three (3) vendors to provide rental services based on qualifications and inventory submitted. Vendors will be subject to a monthly vendor fee in the amount of \$100, in return for utilizing the park to rent ATV's. The monthly fee will be collected upon approval and due on the same date in subsequent months prior to services being performed. Checks are to be made out to Polk County Board of County Commissioners. Park entrance fees are not associated with vehicle rental fees and will be collected separately.

PERFORMANCE PERIOD

The period of performance for this RFPQ is from date of award through April 30, 2020. The RFPQ will automatically renew for four (4) one (1) year periods, unless otherwise terminated in accordance with Cancellation and Termination/Suspension conditions defined herein.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFPQ. 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. 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)

Tab 2, Experience and Expertise (50 points)

- Provide your firm's key personnel that will be assigned to providing the services described and their relevant experience.
- Describe your firm's experience with the ATV industry operations, and maintenance as it relates to the scope of services.
- Describe any additional experience within the ATV industry to include any recreational vehicle experience or other rental experience as it relates to the scope of work.

Tab 3, Approach to Project (50 points)

- Provide a short narrative project approach outlining how you propose to provide ATV rental services, including types and quantities of vehicles for rent. Also include how your firm will handle equipment breakdowns as well as client injury as a result of operating your equipment.

NOTE: Vendors must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the Polk County Board of County Commissioners. A copy of such license must be provided to the Procurement Division before award is made to the successful vendor.

EVALUATION CRITERIA AND SELECTION PROCESS

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

The User Division and the Procurement Division will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Level 2 the User Division 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 RFPQ 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 User Division.

The User Division 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 (User Division Evaluation)

The User Division shall score each Proposal on the following evaluation criteria:

Experience and Expertise	50 Points
Approach to Project	<u>50 Points</u>
Total points available	100

by the following process:

The User Division 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.

After the User Division 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, the User Division classifies the "Experience and Expertise" criterion (which shall be worth 50 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that the User Division allocated for that evaluation criterion would be 40, calculated as follows: 50 available points x 0.8 applicable description factor multiplier = 40 points.

The User Division's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When the User Division has completed their Proposal evaluations, the User Division'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 User division with the Proposal receiving the highest point as the highest-ranked Proposal. The User Division may then decide if they would like to interview the highest ranked Proposer (s). If interviews are held with more than one Proposer, than a ranking will be performed at the end of all interviews with a ranking of number 1 for the Proposer deemed to be the most highly qualified.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Parks and Natural Resources and Procurement Director)
- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Parks and Natural Resources and Procurement Director)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Parks and Natural Resources and Procurement Director)
- Process the selection of the successful proposer without further discussion. (Parks and Natural Resources and Procurement Director)
- Accept or reject qualifications or proposals in part or in whole. (Parks and Natural Resources and Procurement Director)

- Request additional qualification information. (Parks and Natural Resources and Procurement Director)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (Parks and Natural Resources and Procurement Director)
- Obtain information for use in evaluating submittals from any source. (Parks and Natural Resources and Procurement Director)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Procurement Director)
- The County shall be the sole judge of proposers' qualifications. (Parks and Natural Resources and Procurement Director)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked **ORIGINAL** and four (4) copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFPQ #19-451, ATV Rentals for Bone Valley ATV Park**" and marked with the proposers 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 response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, May 1, 2019.**

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

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.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal Quote, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal Quote 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 Quote. This prohibition begins with the issuance of any Request for Proposal Quote and ends upon completion of the recommendation of award. 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 coverage's 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. The County, a political subdivision of the State of Florida, must be named as an additional insured with respect to general and automobile liability for all worked performed for Polk County. A waiver of subrogation in favor of Polk County is required for workers' compensation and general liability. 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.

Workers' 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	\$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$5,000,000 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:

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;

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.

INDEMNIFICATION

The firm shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend (by counsel reasonably acceptable to County) indemnify and hold harmless the County, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, (including attorney's fees) including, but not limited to, any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any subcontractor or other party performing the work.

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 Quote 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, 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 submittal to the RFPQ. 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 RFPQ.

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 RFPQ 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.

CANCELLATION

All RFPQ obligations shall prevail for at least one hundred eighty (180) days after effective date of the RFPQ, unless general conditions are breached as specified herein. After that period, for the protection of both parties, either party may cancel this RFPQ in whole or part by giving thirty (30) days prior notice in writing to the other party. The County reserves the right to cancel any RFPQ after reasonable written notice to the successful proposer should the service not be in the best interest of the County. Should the service rendered for any RFPQ cause or threaten endangerment to public safety or welfare, the Procurement Director may cancel the RFPQ immediately.

TERMINATION/SUSPENSION

The County may terminate this RFPQ at any time, in whole or in part, either for the County's convenience or because of the Proposer's material default of its RFPQ obligations, by delivering a written notice of termination to the Proposer. Upon receipt of such notice, the Proposer shall:

- Immediately discontinue all work unless the County's notice directs otherwise, and
- Deliver to the County any and all data, reports, summaries, and all other information and materials of any type or nature whatsoever, whether completed or in process, the Proposer may have accumulated or generated in the course of performing the work of the RFPQ.

If at any time the User Division determines that the Proposer is in material default of its RFPQ obligations, then the User Division shall complete and deliver a Vendor Complaint Form to the Proposer that specifically states the basis for the Proposer's

default. Within ten (10) days after its receipt of the Vendor Complaint Form, the Proposer shall correct all events of default. If, however, the Proposer's material default is such that it cannot be reasonably cured within the ten (10) day time period, then the County will not terminate the RFPQ for such default if the Proposer commences the necessary curative actions within ten (10) days after its receipt of the Vendor Complaint Form and thereafter diligently pursues the cure to completion.

If the Proposer's default continues beyond the allotted cure period, the Procurement Director: (i) may terminate the RFPQ, and (ii) may also suspend the Proposer in accordance with the Suspension and Debarment Section of the County Procurement Procedures Manual.

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 Proposal Quotes 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.**

All proposals received from proposers in response to this Request for Proposal Quote 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 Quote 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 RFPQ 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.

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 or contact USCIS at **1-888-464-4218**.

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 RFPQ.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFPQ 19-451**
Valley ATV Park

PROJECT NAME: **ATV Rentals for Bone**

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
(Print or Type Name)

has produced _____ as
identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration