

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing assistance in real property acquisitions and right-of-way services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-381, Acquisition Services

Description: Provide assistance in real property acquisition and right-of-way services for Polk County.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 22, 2024

Bid Opening: Wednesday, May 22, 2024 at 2:00 p.m. or as soon as possible thereafter.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, May 8, 2024, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-381, Acquisition Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	24-381
RFP Title	Acquisition Services
Due Date/Time:	May 22, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

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

“RFP 24-381 Tab 1”

“RFP 24-381 Tab 2”

“RFP 24-381 Tab 3”

“RFP 24-381 Tab 4”

“RFP 24-381 Tab 5”

“RFP 24-382 Submittal Forms”

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL 24-381, ACQUISITION SERVICES

Sealed proposals will be received in the Procurement Division, Wednesday, May 22, 2024, prior to 2:00 p.m.

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

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that 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 Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net . **All questions must be received by Wednesday, May 8, 2024, 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 the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

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

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

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms to provide real property/easement acquisition and right-of-way services for Polk County.

The County has a need for services such as: acquisition and condemnation services, contract administration, right-of-way/property cost estimating, relocation services, and preparation of condemnation suit packages in conjunction with the County Attorney's Office.

Proposer should have a thorough knowledge of State and Federal acquisition guidelines with a minimum of 10 years of condemnation acquisition experience within the State of Florida.

Since project budgets are generally limited, firms must be willing and able to negotiate the most cost effective solutions to achieve the work. Firms must be willing to provide reasonable proposals within short time frames and be prepared to commence and complete work in a timely fashion.

Division shall mean Real Estate Services and Division Representative shall mean the Real Estate Services Administrator or other designated recipient

Based on the number of qualified firms responding, it is the intent of the County to select and award continuing service contracts with up to four (4) firms. The firms selected shall be equally qualified to provide a wide variety of property acquisition related services. The County may employ several different consultants to perform acquisition services, as required. No firm shall be employed as the exclusive firm. Selection as a qualified firm under this RFP is no guarantee of work.

Scope of Services

ACQUISITIONS

Negotiations

1. Establish and maintain an accurate and complete working file for each parcel utilizing the Division's number system and transmit all required documentation to the Division Representative when requested.
2. Review title searches provided by the Division, verify all title work through confirmation with the owner, and clarify any discrepancies through county property rolls and other necessary records.
3. Review right-of-way maps, legal descriptions and sketches, and construction plans provided by the Division and notify the Division Representative of any discrepancies.
4. Issue notification to affected parties (property owners and business owners) of condemnation rights as required by Florida Statute 73.015.
5. Verify that legal descriptions and sketches, right-of way maps, surveys (if provided), and appraisal reports correspond with each other.
6. Identify parcels requiring subordination, prepare and process Subordination Agreements (based on template provided by Division) to Division Representative.
7. Initiate negotiations by making written purchase offer, including approved market value estimate and, if necessary, provide applicable notice to business owner after receipt of appraisal report.

8. Issue all applicable notices in accordance with State and Federal policies and procedures.
9. Conduct negotiations for the acquisition of each parcel in accordance with all Division policies and procedures.
10. Thoroughly and timely document all contacts with the property owners and/or their representatives.
11. Submit suit information packages to the Division Representative on all parcels identified in the Notice to Proceed no later than ninety (90) days after date of issuance of the approved appraisal reports, unless an administrative settlement has been approved by the County or the Division Representative directs the firm otherwise. The firm shall continue to use its best efforts to assist the Division in reaching a settlement until the Order of Taking is granted or until directed otherwise by the Division Representative.
12. Maintain a detailed production chart, approved by Division Representative, which will include, at a minimum, the Parcel number, owner(s), assigned agent, attorney information, significant dates, a history of negotiations undertaken, and information relating to closings.
13. Attend production meetings as directed by the Division Representative at which meetings all appropriate personnel must be present to discuss negotiation progress for each assigned parcel. A schedule of production meetings shall be established by the Division and during the negotiation process firm may be required to attend a minimum of two meetings per month at the direction of the Division Representative.

Business Damages

1. Conduct in-depth business interviews with business owners to determine eligibility for potential damage claims and obtain appropriate documentation to support/refute their eligibility.
2. Obtain "business records", as defined by Florida Statute 73.015(2)(c)(2), if possible, from business owners and review any business damage offers submitted during negotiations.
3. Conduct negotiations with the business owners regarding business damages, based on the approved business damage report as part of normal acquisition negotiations.
4. If appropriate, obtain, prior to or at closing, Business Damage Waivers/Releases or an Agreement from all businesses eligible to make a business damage claim.

Settlements and Closing

1. Receive and review counteroffers from property owners or their representatives for consideration by the Division Representative.
2. When appropriate, prepare justifications and recommendations for administrative settlements and submit such recommendations to the Division Representative for approval and further handling.
3. Conduct all necessary closings and all related activities including, but not limited to, providing an updated title search, obtaining appropriate mortgage releases, satisfaction of all liens and encumbrances, collection and payment of prorated real estate taxes. The Consultant shall perform an updated title search within or no later than twenty-four (24) hours prior to closing a parcel.

4. At the discretion of the Division, Consultant shall prepare property inventory within one (1) day of closing or, if appropriate, within five (5) days of receipt of the certificate of deposit.

Relocation Services

Consultant may provide relocation services to meet federal requirements, when directed by Division Representative.

Suit Preparation

1. Review title searches provided by the Division, verify all title information, obtain all suit information from property owners, comply with public disclosure requirements as necessary, and provide to the Division a complete list of all parties having a property interest in the Parcel along with verified addresses sufficient to accomplish service of process. The Division will provide updated title work for suit packages.
2. When requested by the Division provide right-of-way acquisition project personnel to assist the County Attorney's Office in providing testimony, responding to interrogatories and requests for production, verifying information required for service of process, and providing litigation assistance as needed.
3. Using forms and a format approved by the Division, Consultant shall produce, prepare, and compile documents, pleadings, and litigation materials necessary for eminent domain lawsuits as directed by the Division and the County Attorney's Office. The schedule for such lawsuits and suit packages shall be established during, and provide comprehensive administrative support in the area of preparation of lawsuit packages, organization of same, and required photocopying, as directed by the Division Representative or the County Attorney's Office.
4. When appropriate, revise litigation documents to reflect changes in ownership interests, property descriptions, valuations, or other elements intrinsic to the integrity of the lawsuit.
5. Be available for the aforementioned revisions, consultations, and administrative support for litigation packages up to the time the Order of Taking is obtained.

File Retirement

Within thirty (30) days after title has been transferred to the County, the Consultant shall merge and consolidate the Consultant's file with the Division's file in accordance with Division's procedure.

Record Maintenance

1. Maintain all files and distribute all documents in accordance with the requirements of the Division.
2. Assist the Division with the maintenance of the official records management files as necessary to ensure the integrity of the files by delivering parcel documentation to the Division Representative on a timely basis.

3. Turn over all files to the Division upon completion of the project.
4. All Consultant project files shall be accessible and available to the Division Representative during normal business hours prior to completion of the Project.

Production Control

1. Report on the complete status of production on the project on a schedule to be determined by the Division Representative. Division may request suggestions for actions necessary to meet or improve upon the overall project schedule.
2. Using the form approved by the Division, Consultant shall provide production information to the Division Representative that is necessary to maintain the Division's right-of-way control system and other production control systems necessary for the project.
3. Consultant shall utilize their own internal resources to maintain and track assigned project acquisition or parcels.
4. Consultant shall provide a high-quality work product utilizing the appropriate standards for preparation, review and execution of all required documentation associated with the overall acquisition and suit process prior to submittal to the Division.

Personnel

The Consultant shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this agreement. The Consultant shall utilize only competent personnel who are qualified by experience and education, which are acceptable to the Division Representative. The Consultant may not make changes in personnel working on activities pursuant to this agreement without the written concurrence of the Division Representative.

Sub-Consultant Services

Upon written approval by the Division Representative, the Consultant may subcontract for specialized professional services that may be necessary in order for the Consultant to carry out its requirements pursuant to the contract.

Litigation Support Services

The Consultant, and the Consultant's sub-consultants, may be required to attend hearings, mediations, depositions, or other services deemed necessary by the County Attorney's Office to successfully litigate and defend the Division's position in court.

Cost Estimating Services

Prepare right-of-way/property cost estimates for projects or individual parcels, as requested or directed by the Division Representative.

Contract Administration Services

If needed by the Division, the Consultant may be requested to manage and oversee right of way activities associated with the Division's projects. Consultant's administration may include but not limited to acquisition, appraisal, appraisal review, condemnation process, demolition and property management.

When the County determines there is a need for these services, a representative from Real Estate Services will either provide a scope of work or request the Consultant to provide a scope of work. The Consultant will provide a "work order" to include a detailed scope of work, lump sum amount, and number of days to complete the work. A work order consists of the agreed upon scope of work, lump sum cost, schedule, and corresponding purchase order. All provisions of the Master Service Agreement apply to the Work Order with full force and effect as if appearing in full within each Work Order. Work shall not begin until a duly authorized Purchase Order and Notice to Proceed has been issued by the Division.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. County reserves the right to add or delete project parcels from a work order based upon the needs of the County. Further, the firm is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein perform by other firms or County Staff.

AGREEMENT

The term of this agreement will be for 5 years, unless otherwise terminated in accordance with the Agreement.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure.
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of four (4) and a maximum of six (6) projects that demonstrates your firm's experience with acquisition services for similar scope of work services in the past ten (10) years. For each project identified please include (2 pages for each project, single or doubled sided):
 - Client name
 - Contact person
 - Contact's phone number and email address
 - Cost of the services
 - Start and end date of project.
 - Brief description of the services provided.
- Provide documentation to support that the proposer has a minimum of ten (10) years of experience with condemnation acquisition experience within the State of Florida.

Tab 3, Approach and Methodology (35 points)

- Provide a short narrative project approach outlining how you propose to respond to request for acquisition services and your ability to furnish required services including your quality control process.
- Please describe the specific abilities of the firm/team to be assigned to this project in regard to this approach. State how you manage projects in order to meet budget and schedule requirements.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 4, Technical and Personnel Resources (15 Points)

- Identify current workload of firm and personnel to be assigned to project.
- Identify sub-consultants, if any. For each sub consultant identified please provide the following:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 5, Surveys of Past Performance (10 Points)

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

EVALUATION CRITERIA AND SELECTION PROCESS

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

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

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

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

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-

conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

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

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

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Surveys of Past Performance (Tab 5) 10 points
- Subtotal Points: 10 points

by the process stated under each corresponding Tab description.

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

- Experience and Expertise (Tap 2) 40 points
- Approach and Methodology (Tab 3) 35 points
- Technical and Personal Resources (Tab 4) 15 points
- Subtotal Points: 90 points

by the following process:

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

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative

(including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

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

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

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

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

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

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

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

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation,

diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

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

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

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

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

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

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract

Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

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

Elevation Level 3 (Proposer Interviews)

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

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

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the

agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

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

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

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

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

GENERAL CONDITIONS

BID OPENING

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

COMMUNICATIONS

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

INSURANCE REQUIREMENTS

The selected Consultant, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount

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

INDEMNIFICATION

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

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the

commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant 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, Consultant or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACT

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

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

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

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

LIMITATIONS

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

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

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

PUBLIC RECORD LAWS

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

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

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

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

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

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

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

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

Proposers Incorporation Information (Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

Drug-Free Workplace Form

(Submittal Page)

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

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

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

Vendor Signature: _____

Date: _____

EXHIBIT 1
DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND
PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant 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 2. Surveys should correlate to all projects identified under Tab 2.

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. City of Lakeland, Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Acquisition Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$150,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2014)

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 2. 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 their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County
RFP 24-381, Acquisition Services**

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 Phone Number: _____ Email: _____
 Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-381, ACQUISITION SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-381, Acquisition Services

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

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

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

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

Executed this _____ day of _____, 202__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____