

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing employee recruitment 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: 24-636, Employee Recruitment Services

Description: Provide Employee Recruitment Services for Polk County Government.

Receiving Period: Prior to 2:00 p.m., Wednesday, September 18, 2024

Bid Opening: Wednesday, September 18, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Wednesday, August 28, 2024, 3:00 p.m. at the Polk County Administration building, located at 330 W. Church St, First Floor, Procurement Conference Room, Bartow, FL 33830. Those attending via conference call through Zoom will be added to the sign in sheet by the Procurement office during the call. The link for the Zoom meeting is <https://us02web.zoom.us/j/84455288863?pwd=elURzwYr8FdpHyNx7VWFiXTbTZ8alj.1> or call in to (863) 534-5892 with Meeting ID 844 5528 8863 and Passcode 436338.

To receive a copy of the Tab 4 Cost Sheet – Attachment “A”, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder “**RFP 24-636 Employee Recruitment Services.zip**”, select “Open” or “Save As” to download the attachment. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, September 9, 2024, 5:00 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.

RFP Number: 24-636

RFP Title: Employee Recruitment Services

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 seven (7) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-636, Employee Recruitment 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	24-636
RFP Title	Employee Recruitment Services
Due Date/Time:	September 18, 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 kenbrush@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 24-636 Tab 1”

“RFP 24-636 Tab 2”

“RFP 24-636 Tab 3”

“RFP 24-636 Tab 4”

“RFP 24-636 Tab 5”

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 Ken Brush at kenbrush@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 24-636
Employee Recruitment Services

Sealed proposals will be received in the Procurement Division, Wednesday, September 18, 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 Ken Brush, Procurement Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Monday, September 9, 2024, 5:00 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 seeking Firms to provide job candidate sourcing, recruitment, screening, and placement services for Polk County.

Polk County currently outsources its employee recruitment services and that agreement is about to expire resulting in the need for this solicitation.

The County currently has approximately 2,500 approved positions and it is estimated that the Successful Proposer will need to provide approximately 600 recruitments annually. These estimated 600 recruitments do not include fire rescue first responder positions at this time. Recruitment services for first responder positions may be added during the term of the resulting agreement.

Although, the Successful Proposer will not be recruiting for fire rescue first responder positions, The County will require the Firm to verify their education. It is estimated that the Successful Proposer will need to provide approximately 145 fire rescue first responder education verifications annually.

It is the intent of the County to enter into an agreement with one (1) Proposer to provide the services as outlined in this RFP.

SCOPE OF SERVICES

Recruitment services are to include, but are not limited to:

- a. Provide recruitment services as identified below utilizing the County's Oracle Human Capital Management (HCM) module.
- b. Recruitment Services:
 - i. Services are to include direct hire employee recruitment, screenings, and credentialing as desired by the County.
 - ii. Recruitment services are to include recommendations on where to recruit for positions and recommendations for job description modifications to be in line with industry standards for positions that are hard to fill. In summary,

- recruitment services are to include providing recruitment strategy assistance, not only processing hiring paperwork.
- iii. The Successful Proposer shall have experience providing recruitment services for governmental agencies as well as knowledge of government and public sector websites, associations, niche sites, and periodicals that should be advertised with to recruit highly qualified candidates
 - iv. The Successful Proposer shall advertise the position as identified in the recruitment requisition within three (3) calendar days of receipt. The Firm shall advertise for the period of time identified within the requisition
 - v. The Successful Proposer shall communicate with the requesting hiring division to ensure all their advertisement needs are met. The Successful Proposer will be required to post on their website, Indeed, Monster, Glass Door, Linked In, and coordinate with the County's Communications Division to advertise on the County's Linked In account.
 - vi. The Successful Proposer will be responsible for coordinating with County divisions regarding specific advertisement on the division's association websites (such as SWANA, NIGP, SHRM, APA, etc.) The Successful Proposer will be responsible for sending the link to the job posting to the hiring County division immediately after being posted on the Successful Proposer's website, so the division can use that link in their association advertisement.
 - vii. The Successful Proposer shall screen, vet, and submit qualified candidates weekly to the hiring division after initial date of advertisement.
 - viii. If the requesting division is not satisfied with the candidates recruited within the initial recruitment time period, then the Successful Proposer will continue recruitment services until a candidate is chosen. It is the expectation of the County that the Successful Proposer will modify its recruitment strategy for hard to fill positions to include input from the requiring division. The Successful Proposer cannot decide to stop recruitment because it is taking too long and/or consuming too many of their resources. No additional cost will be paid to the Successful Proposer for any continued recruitments.

- ix. If the Successful Proposer does not provide successful recruitment of a requested position, they will not be paid for the recruitment.
 - x. The Successful Proposer will be responsible for coordinating candidate's interviews with the requesting division.
 - xi. The Successful Proposer will be responsible for timely administering any assessment testing required by the requesting Division to include but not limited to whitepapers, PowerPoint presentations, typing tests, etc. prior to interviews.
 - xii. The Successful Proposer must have assessments available for use by the County to include but not limited to logic, typing, reading comprehension, listening skills, prioritization skills, etc.
 - xiii. After the Successful Proposer is notified of a selected candidate by the requesting division, the Successful Proposer will have seven (7) workdays to perform all background checks/pre-employment screenings and credentialing (as applicable), to include scheduling Wellness Checks with Polk County's Employee Health Services Clinic. Recruitment screenings and credentialing will be identified within the recruitment requisition.
 - xiv. If during any recruitment of a position, it is determined that the best candidate is an internal candidate and they are chosen for hire, then the recruitment services will be paid at 80%.
- c. The Successful Proposer is responsible for monitoring and advising on market trends for specialized recruitment.
 - d. Outreach:
 - The Successful Proposer will be responsible for performing community outreach events around the county. Outreach events may include but are not limited to high schools, colleges, community groups, etc.
 - The Successful Proposer will also be responsible for attending various annual conferences requested by a county division in concert with EHR. This attendance will be in the capacity of providing recruitment services in the vendor area of the conference. A table with signage, etc. will be required. Actual services will be determined and coordinated with the Successful

Proposer, EHR and the County division. Conference attendance rates will be negotiated during Elevation Level 4, Contract Negotiations.

- e. Fire Rescue First Responder Education Verification
 - Although, the Successful Proposer will not be recruiting for fire rescue first responder positions, the County will require the Successful Proposer verify their education. Non first responder Fire Rescue positions will require a full background check.

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

REQUIREMENTS

The Successful Proposer is expected to provide the following:

- a. Account Manager(s). Provide three (3) full time staff members to work specifically with Polk County's Equity and Human Resources (EHR) Division to fulfill the scope of services herein. The Successful Proposer shall designate one of these staff members as the Account Manager. All three staff members shall report to the EHR Employment and Benefits Manager. The Successful Proposer will be required to have at least one staff member work on site in the EHR office during Polk County Government normal business hours Monday through Friday from 8:00am to 5:00pm.
- b. Process. Successful Proposer shall customize specific processes for the employment services requested. At a minimum, the specific customized employment service processes shall include the following:
 - i. Screening and Evaluation. Successful Proposer shall utilize assessment tools to identify qualified candidates for appropriate skill sets. Assessments should determine the applicant's ability to perform the job in terms of skill, experience, education, schedule, and requirements.

- ii. Employment Eligibility Verification. Successful Proposer shall verify an applicant's eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986.
- iii. Interview and Selection. Polk County will review the applicants submitted by the Successful Proposer and select applicants to be interviewed by County staff for employment consideration. After conducting interviews, the recruiting division may select a candidate to extend an offer of employment.
- iv. Offer of Employment. Successful Proposer shall make conditional offers of employment to those candidates selected by the recruiting division within one (1) workday after receiving approval by EHR. These offers should only be made after receiving confirmation from EHR and/or the Oracle HCM system. Offers are to be made to candidates through both the Oracle HCM system as well as followed up by a phone call from the Successful Proposer to ensure the candidate has received the conditional offer. Notifications of offers and salary negotiations will be handled between the Successful Proposer and recruiting division with consultation with EHR. In the event a candidate declines an offer, the Successful Proposer will obtain the reasoning for the decline and relay the cause to the hiring division. With the approval from the hiring division and EHR, the Successful Proposer will extend the offer of employment to the next highest ranked candidate, and so on.

The Successful Proposer shall be responsible for notifying all candidates except the hiring division's alternate candidates, within three (3) workdays of the selected candidate's acceptance of a job offer that the position has been filled. The notice to be sent via email shall be pre-approved by the EHR Division.

- v. Background Checks. Successful Proposer shall obtain (from a subcontractor, if appropriate) the following screenings on each individual conditionally offered a position as identified on the Tab 4 Cost Sheet. Driver's license, criminal state, employment, (including government employee personnel records), education, motor vehicle report, social security address/alias trace, county criminal search,

USA criminal search and USA offender search, Federal District criminal search, Fire Rescue first responders' education verification, credentialing verification, and State/Court fee. Additional requests for information on background checks will be handled on a case-by-case basis. If additional background checks are needed EHR will notify the Successful Proposer and reimburse the Successful Proposer at cost for those background checks.

Candidates must meet the following minimum requirements:

- i. Must not have been convicted of an alcohol/drug related offense within 36 months prior to making application
 - ii. Must not have been convicted of two (2) alcohol/drug related offenses within ten (10) years prior to making application.
 - iii. Must not have a suspension, revocation, or restriction due to moving violations within the 36 months prior to making application
 - iv. Must not have a temporary license from the Court permitting them to travel "To and From" work only, or permitting them to "Drive at work only".
 - v. Must not have accrued 12 points within the 24 months prior to making application
 - vi. Must not have accrued 18 points within 36 months prior to making application.
 - vii. Must provide proof of insurance when required to use their personal vehicle as part of their daily job duties.
 - viii. Must not have been convicted of a felony offense within 36 months prior to making application
 - ix. Must not have been convicted of two (2) felony offenses within the past 10 years.
- vi. Wellness Check. Successful Proposer shall ensure wellness checks/screenings are scheduled and conducted at Polk County's Wellness Center on all candidates. A wellness check must, at a minimum, consist of the following: urinary drug screen, physical, audiogram, pulmonary function, etc. Successful Proposer shall ensure wellness checks/screening are scheduled at

the County Wellness Center. The County Wellness Center will bill the County directly.

- c. Technology. As part of the employment recruitment services offered to the County, the Successful Proposer shall customize and utilize the Proposers software, specifically designed for Polk County, for the purpose of streamlining the sourcing, recruiting, and screening of candidates. The specifically designed technology solution should include:
 - i. Ability to retain a centralized database of recent candidates for potential future openings/recruitments up to 12 months.
 - ii. Ability for candidates to build profiles, post resumes, and apply directly to Polk County's open positions.
 - iii. Ability to accept on-line requisitions and approval process through Polk County's Oracle HCM system.
 - iv. Skill matching.
 - v. Pre-employment forms.
 - vi. Background check forms.
- d. Media Recruitment. Successful Proposer shall provide proactive recruitment strategies specific to Polk County's needs by utilizing but not limited to the following:
 - i. Traditional and non-traditional sourcing activities.
 - ii. Appropriate professional associations, websites, etc.
 - iii. Local and national internet job boards.
 - iv. Niche job boards.
 - v. Print advertising.
 - vi. Additional recommendations from Polk County for specialized advertisement.
- e. Reporting. It is an expectation of Polk County that the Successful Proposer will be able to provide real time reporting in a format acceptable to Polk County. There will be no additional cost to Polk County to provide any customized reports. Polk County shall be able to access, in real time, customized reporting to include at a minimum.
 - i. Current active recruitments to include a status of where they are in the recruitment process to include: number of days advertised, date candidates sent to division, date division responded with candidates to interview, how

- many candidates requested to interview, dates of interview, number of no shows to interviews, date division responded with a job offer to request to re-recruit, date of offer, date of acceptance or rejection, date credentialing completed to include physicals, start date of employee, did employee show up on first day,
- ii. Monthly report detailing positions recruited and the number of days to fill positions.
 - iii. Tracking employee information and providing monthly reporting for the purpose of diversity reporting as required by the federal government
 - iv. Monthly reporting of job fairs/hiring events attended.
 - v. Other reports requested by Polk County, as necessary, such as exits, turnover, and new hire follow up.

Reports will be discussed as part of Elevation Level, 4, Contract Negotiations.

MODIFICATIONS

Modifications to the scope of work including but not limited to process changes, additions or deletions of services provided, screening and credentialing criteria, etc. may be made upon mutual agreement of both the EHR Division and the successful Firm. Changes in pricing for current or new services may also be made upon mutual agreement of both the EHR Division and the successful Firm. These modifications/changes must be put in writing and approved by the EHR Director, County Manager and Procurement Director.

AGREEMENT

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

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

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

Tab 1, Introduction:

Introduction Information: (One page only, single or double sided)

- Your legal company name
- Address
- Number of years in business
- RFP Proposal Information:
 - Contact name and title (This person should be the main point of contact for the Proposal submitted.)
 - Phone number to include office and cell phone numbers
 - Email address

Tab 2, Experience and Expertise (30 Points)

- Describe the firm's experience with providing similar size and scope of services as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) contracts that demonstrates your firm's experience with providing similar size and scope recruitment services, in the past three (3) years. At least one (1) of the contracts should be with a government entity. Each contract identified should have been performed for a minimum of three (3) consecutive years. For each contract identified please include: (2 pages for each contract, single or doubled sided):
 - Client name
 - Contact person
 - Contact's phone number and email address
 - Annual cost to provide the services
 - Start and end date of the contract

- Brief description of the services provided along with answering the following questions: (Please restate the question and provide an answer.)
 - Please identify the software solution utilized for recruitment
 - Average number of positions recruited annually
 - Listing of titles of positions recruited
 - Average number of days from requisition to post to actual posting date
 - What percentage of recruitments ended in hiring a candidate the 1st time the position was recruited?
 - Did your firm advertise on association websites on behalf of the client? i.e. ICMA, FAC, GFOA, etc.?

Tab 3, Approach and Methodology (30 points)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Provide resumes for the three (3) staff members to be assigned to the Polk County account as outlined under **Requirements, Item a, Account Managers**. Please ensure the resume for the Account Manager is identified as such. The resumes should show evidence that the employees to be assigned have similar size and scope experience as identified in the scope of work of this RFP. (1 page single or double sided for each resume)
- Please answer the following questions. **Please repeat the question number and question, followed by your response.**
 1. What innovative solutions have you implemented to recruit for positions that are hard to fill?
 2. What screening process do you use to determine if candidates meet the minimum job qualifications.
 3. How do you go about performing background screenings and educational/licensing confirmations and/or eligibility?
 4. Please explain the strategy your firm uses to ensure screening processes are done timely and accurately. Example: if an education or certification

requirement needs to be verified and the firm is having challenges contacting the entity that holds those records, how do obtain them?

5. The firm will be scheduling interviews utilizing our Oracle OCM system. Interviews may be scheduled one to three weeks in advance of the actual interview. What is your strategy to minimize “no shows” the day of the interview so the people on the interview panel are informed. Please explain your follow up process after candidates are scheduled for interviews. Include details such as to how many times contact is made with the candidate, what type of contact is made, how far in advance of the interviews do you contact candidates to confirm their attendance.
6. There is a Landfill Engineer position that has remained vacant for over a year. Competing with the private sector to fill this position has been fierce. How will you address this challenge? What steps/strategies will be taken to successfully recruit and interest qualified applicants to apply?
7. Plans Examiner and Building Inspector positions are not appealing to the younger generation. We have employees that are getting ready to retire in the next several years and will need to ensure those positions get filled quickly. What strategies will you use to recruit the younger generation to apply?
8. Please identify the recruitment strategies you will use for blue collar positions. Please identify websites you would advertise on.
9. Please identify the recruitment strategies you will use for white collar positions. Please identify websites you would advertise on.

Tab 4, Cost (30 Points)

Please use Attachment “A” to provide the cost to provide the services and place within this tab. If during Elevation Level 4, Contract negotiations, it is determined that additional services are needed, those additional costs will also be negotiated. The Proposer with the lowest cost will receive the maximum 30 points.

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:

- Cost (Tab 4)-30 points
- Surveys of Past Performance (Tab 5)-10 points

Subtotal Points-40 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)-30 points
- Approach and Methodology (Tab 3)-30 points

Subtotal Points-60 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.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs.

Cyber/Technology Liability: \$2,000,000 combined single limit of liability. Policy shall include, but not limited to, coverage for computer or network systems attacks, denial or loss of service, introduction, implantation or spread of malicious software code, unauthorized access and use of computer systems. Policy shall also include coverage for collection, theft, loss or disclosure of confidential information and data, to include loss of personal data.

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. 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 i.e. (Recruitment Services for Hillsborough County, Florida), Etc.
ANNUAL COST OF SERVICES	Annual Cost of services i.e. (\$250,000)
TERM OF THE CONTRACT	Start and end date of the contract (i.e. June 1, 2019, through May 31, 2023)

2. The Consultant is responsible for verifying that their information is accurate prior to sending to each client for the reference.

3. One survey should be sent to each client associated with the contract identified under Tab 2. If four contracts are identified under Tab 2, four surveys need to be completed and submitted. One survey cannot be submitted for more than one contract identified. If two of the contracts identified were with the same client. Two surveys will need to be completed, one for each contract. The surveys are to be completed by the client named, identified under Tab 2 that is associated with the contract identified.

4. The contract can be either completed or on-going yet should meet the criteria as identified under Tab 2.
5. The Consultant is responsible for ensuring all references/surveys are completed by the client and included in their submittal under Tab 5.
6. Polk County Procurement may contact the client 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 24-636, Employee Recruitment Services**

To: _____ (Name of Client)

_____ (Client Contact Person)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Contract name: _____

Name of Consultant being surveyed:

Cost of Services: Annual Cost to Provide the Service: _____

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) and 1 representing that you were very unsatisfied (and would never hire the Consultant 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	Overall performance of recruitment services provided	(1-10)	
2	Ability to communicate with candidates hired and not hired	(1-10)	
3	Proactively communicates with hiring manager	(1-10)	
4	Professionalism	(1-10)	
5	Communication with client's Human Resources staff	(1-10)	
6	Ability to fill positions advertised more than 3 times	(1-10)	
7	Resolves issues promptly	(1-10)	
8	Follows protocol	(1-10)	
9	Maintains proper documentation	(1-10)	
10	Sufficient application of technology	(1-10)	
11	Overall client satisfaction and comfort level with candidates provided	(1-10)	
12	Invoices correctly and timely	(1-10)	
13	Satisfaction with resources provided (reports, tests, etc.)	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-636, Employee Recruitment 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 _____, 20__, 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: _____

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 _____, 20__.

ATTEST:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

_____ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date: