

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from consultants that are interested in providing *professional planning services to provide production support to the TPO transportation planning activities* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

Description: Provide professional planning services to support the production of the TPO's transportation planning activities as set forth in the Unified Planning Work Program (WPWP).

Receiving Period: Prior to 2:00 p.m., Wednesday, February 11, 2026

Bid Opening: Wednesday, February 11, 2026, 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 Sr. Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, January 28, 2026, 4:00 p.m.

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.

Special Instructions: To obtain a copy of all attachments and exhibits 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 procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 25-687, RFP Attachments", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

RFP REGISTRATION

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

RFP Number: 25-687

RFP Title: Planning Services for the Polk Transportation Planning Organization (TPO)

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: _____

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

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 “25-687, Planning Services for the Polk Transportation Planning Organization (TPO)” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

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

Sealed Proposal. DO NOT OPEN	
RFP Number	25-687
RFP Title	Planning Services for the Polk Transportation Planning Organization (TPO)
Due Date/Time:	February 11, 2026, 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@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 25-686 Tab 1”

“RFP 25-686 Tab 2”

“RFP 25-686 Tab 3”

“RFP 25-686 Tab 4”

“RFP 25-686 Tab 5”

“RFP 25-686 Tab 6”

“RFP 25-686 Tab 7”

“RFP 25-686 Tab 8”

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@polkfl.gov.

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
Polk Transportation Planning Organization
Issued by
Procurement Division

Fran McAskill, Procurement Director

REQUEST FOR PROPOSAL 25-687

Planning Services for the Polk Transportation Planning Organization (TPO)

Sealed proposals will be received in the Procurement Division, **Wednesday, February 11, 2026, 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") on behalf of the Polk Transportation Planning Organization (the "TPO"). Polk County Procurement Division (the "Procurement Division") 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.polkfl.gov/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, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, January 28, 2026, 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 Transportation Planning Organization, Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida, acting by and pursuant to that certain TPO Staff Service Agreement between Polk County and the TPO dated April 15, 2025, is soliciting proposals on behalf of the Polk TPO from qualified firms interested in providing planning services to support the needs of the TPO.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). In addition, this work is being funded by the Florida Department of Transportation (FDOT), therefore the selection process must also adhere to all Federal guidelines. Where there is conflict between the Florida Statutes, Polk County's Ordinance and procedures, and the Federal guidelines, the Federal guidelines will take precedence unless the State or the County's statutes, ordinances or policies are stricter. The Professional Services Selection Committee will review the qualifications of all submitting firms as outlined below in the Evaluation Criteria and Selection Process.

It is the intent of the County and TPO to select and negotiate a Master Service Consulting Agreement with one (1) or more firm(s).

The TPO will negotiate a fee schedule as part of the "Selection Process", Elevation Level 4 Contract Negotiations.

When the Services provided under the Master Consulting Agreement(s) utilize a professional engineer, landscape architect, or registered surveyor or mapper in connection with their professional employment or practice, the Consultant Services Authorization (CSA) or Consultant Purchase Order (CPO) issued by the County to authorize such Services will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA).

When the Services being provided are performed by any individual that is not a professional engineer, landscape architect, or registered surveyor or mapper performing work in connection with their professional employment or practice, the CSA or CPO shall not be governed by Section 287.055 of the Florida Statutes.

Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process. This process will be applicable to all work performed by all firms.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the TPO at some future time in accordance with the aforementioned statute.

Only firms that are qualified pursuant to law and that have been prequalified by Florida Department of Transportation (FDOT), at the time of submittal, to perform the work will be considered responsive.

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

Grantees/Recipients of federal financial assistance procurement policies and/or procedures must be in conformance with the Federal regulations found at 2 CFR Part 200.

Polk TPO adheres to FDOT's Artificial Intelligence (AI) Policy as stated in Topic No. 010-325-065-a dated May 21, 2024, from FDOT's Office of Transportation Technology.

SCOPE OF SERVICES

The Polk Transportation Planning Organization (TPO) is responsible for the development and implementation of a balanced, integrated, and multimodal transportation program which efficiently moves traffic. The TPO's goal is to ensure that a continuing, comprehensive and cooperative approach to planning for transportation needs is maintained and properly coordinated with other TPOs, Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA). To reach their goal, the TPO annually develops and reviews planning activities relating to roadway capacity improvements, congestion management, enhancement, transit, and rail and aviation projects. Any firm chosen for this Scope of Services will support and assist TPO Staff and other consultants hired by TPO Staff with any tasks shown in the TPO's Unified Planning Work Program (UPWP). The UPWP can be found at <https://polktpo.com/who-we-are/about-the-tpo/unified-planning-work-program>.

The TPO requires the services of one or more Consultants to provide production support to the TPO transportation planning activities. The work involves providing guidance and assistance to the TPO staff on a work assignment basis in a variety of planning, engineering, administrative, technical, analytical, statistical, graphical, public involvement and product review activities. Specific tasks will be assigned to the consultant(s) selected by the Polk TPO on an as-needed basis.

MAJOR TYPES OF WORK:

- Safety and Security Planning
- System connectivity
- Resilience
- Automated, Connected, Electric, Safe (ACES) or CV Vehicles and systems
- TSM&O
- Policy Planning
- Systems Planning
- Sub-Area/Special Project/Corridor Planning
- Land Planning/Engineering
- Transit Planning
- Transportation Disadvantaged Planning
- Traffic Data Collection
- Short and Long Range Planning
- Conceptual Design Services
- Transportation Statistics, including traffic statistics and traffic data collection
- Transportation System Monitoring/Data Collection
- Transportation Improvement Program
- Regional Planning
- Public Participation

- Passenger Rail

The types of work involved may include, but is not limited to, the following examples:

SCOPE OF WORK:

1. Community impact assessment.
2. Safety and security planning
3. Development of project traffic
4. Preparation of corridor studies
5. Development of regional impact reviews
6. Traffic modeling
7. Traffic Data Collection Services
8. Access management studies
9. Environmental data collection and analysis
10. Data collection and analysis
11. Preliminary right-of-way analysis
12. Traffic operations analysis studies
13. Preparation of Long Range Transportation Plan
14. Level of service analysis and mapping
15. Long Range Transportation Planning to include modeling assistance
16. Modeling land use scenarios
17. Mapping and graphics production
18. Transit planning including Transportation Development Plan major updates and annual performance reports
19. ADA compliance
20. Transportation Disadvantaged Program Planning
21. Conducting Bicycle/Pedestrian Action Plans
22. Congestion management analysis
23. Toll feasibility analysis
24. Support staff at public meetings
25. Preparation of public participation plan updates and public involvement assistance including website development, preparation of hard copy and electronic newsletters, on-line surveys, interactive maps, informational videos and Public Service Announcements, social media platforms, and other educational and informational materials, as necessary.
26. Environmental Justice – assistance in getting the word out to underserved areas or populations or communities.
27. Civil Rights data collection, and plan updates.
28. Disadvantaged Business Enterprise (DBE) Reports and data collection

29. Limited English Proficiency (LEP) reports and data collection and plan updates
30. Assist staff with grant applications, resolutions, agreements
31. Develop project information, including community impacts, including input into the Efficient Transportation Decision Making (ETDM) process
32. Evaluate potential Transportation Regional Incentive Program (TRIP) applications
33. Review of project development & environment studies
34. Developing project cost estimates
35. Providing administrative support to the TPO
36. Livability and Complete Streets Planning
37. Planning and conceptual design of Bicycle/Pedestrian, Intersection and Transit Improvements; Bicycle/Pedestrian Facilities Planning and Design including preparation of updates to the Bicycle Safety Action Plan and Pedestrian Safety Action Plan
38. Traffic and Bicycle/Pedestrian count data collection and survey data collection
39. Roadway safety audits
40. Roadway network database
41. Sidewalk network analysis
42. Neighborhood mobility audits
43. Plans review
44. Development and analysis of performance measures
45. Analysis of the impact and infrastructure planning for increased Autonomous Ride Sharing Services and Electric Vehicle usage. [ACES, CV]
46. Transportation Systems Management & Operations (TSM&O)
47. Traffic Operations Analysis studies
48. Freight Planning
49. Regional Planning including hosting regional summits
50. Preparation of Annual Reports
51. Preparation of power point and video presentations
52. Congestion Management Analysis including project Identification, monitoring and evaluation, preparation of congestion management process updates
53. Transportation Safety Planning, Data Gathering and Analysis
54. Support staff at Public Meetings
55. Project management oversight
56. GIS services
57. Reporting, analysis and planning related to automated, connected, autonomous vehicles and ride-hailing services.

58. Reporting, analysis, mapping and planning related to climate change, sea level rise, coastal resiliency, extreme weather phenomena and transportation infrastructure resiliency.
59. Analysis and reporting on socio-economic data and trends and travel behavior.
60. Origin/destination studies
61. Reporting and compliance with Federal performance measures, including project review, analysis, and monitoring.
62. Crash data
63. Assistance with Community forums
64. Passenger Rail, Commuter Rail, Lite Rail, High Speed Rail
65. Advanced Air Mobility (AAM); Electric Vertical Take-Off and Landing (eVTOL)

SUBCONTRACTING

Sub-consultants that are not pre-qualified by FDOT shall be subject to compensation restrictions as specified in Rule 14-75, F.A.C. Any such subconsultant utilized must be technically qualified by FDOT before work may commence.

The General Planning Consultant (GPC) may be required to acquire and manage subcontract services to obtain supplemental support when the required services are not provided by design consultants or the GPC. Services assigned to subconsultants must be approved in advance by the TPO in accordance with the agreement. The subconsultants must be qualified by the TPO to perform all work assigned to them. In the event services of a subconsultant are authorized, the GPC shall obtain a schedule of rates, and the TPO shall review and must approve any rates to be paid to the subconsultant.

SPECIFICATIONS FOR WORK

Plans and Specifications: All plans, studies, reports and documents shall be prepared to meet local, state and federal requirements as applicable. Work products shall be accurate, legible, complete, and furnished using media acceptable to the TPO. Electronic files shall be delivered in formats compatible with the TPO's computer systems and software.

Professional Services Contract Documents: All contract documents and support forms shall be delivered in formats compatible with computer systems and software used by the TPO and, when applicable, by Polk County.

Allocation of Work: Work will be issued to those Consultants awarded a GPC as a result of this RFP. The TPO staff will determine which GPC has the most expertise, experience and personnel required to perform the services. TPO staff will also take into consideration the GPC's past project performance.

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

WEB CONTENT ACCESSIBILITY GUIDELINES

All project deliverables, i.e. technical memoranda and media pieces, must be prepared to adhere to Web Content Accessibility Guidelines (WCAG 2.0 and ISO 32000-1:2008), to include a properly tagged, formatted and accessible PDF.

AGREEMENT

The Master Consulting Agreement (MCA) or General Planning Consultant Agreement (GPCA) will be for a term of three (3) years unless otherwise terminated in accordance with the Master Consulting Agreement. With option of extending the Agreement for two (2) one (1) year extension terms.

Terms for Federal Aid Contracts (Appendix I) The following terms will apply to all MCAs and GPCA's developed as a result of this RFP in which the services involve the expenditure of federal funds:

1. It is understood and agreed that all rights of the TPO relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to the scope of work shall also be reserved and held by authorized representatives of the United States of America.
2. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in the Master Consulting Agreement notwithstanding.
3. **Compliance with Regulations:** The Consultant shall comply with the regulations of the U.S.D.O.T. relative to nondiscrimination in federally assisted programs of the U.S.D.O.T. (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the GPC Contract.
4. **Nondiscrimination:** The Consultant, with regard to the work performed by him/her after award and prior to completion of the GPC Contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of sub-consultants, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations (link below).
5. **Solicitations for Subcontracts, including procurements of materials and equipment:** In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential sub consultant, supplier or lessor shall be notified by the Consultant of the Consultant's obligations under the GPC Contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
6. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TPO or by the U.S.D.O.T. to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the

exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the TPO, FDOT or the U.S.D.O.T., as appropriate, and shall set forth what efforts it has made to obtain the information.

7. Sanctions of Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of the GPC Contract, the TPO shall impose such contract sanctions as it, FDOT or the U.S.D.O.T. may determine to be appropriate, including, but not limited to,

- a) Withholding payments to the Consultant under the GPC Contract until the Consultant complies and/or
- b) Cancellation, termination or suspension of the GPC Contract, in whole or in part.

8. Incorporation or Provisions: The Consultant will include all provisions identified within this section (and within the applicable sections of the GPC Contract) in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the TPO, State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the Consultant may request the TPO and/or State to enter into such litigation to protect the interests of the TPO and/or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

9. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the GPC Contract or to any benefit arising there from.

10. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in the Consultant's GPC Contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

11. Participation by Disadvantaged Business Enterprises (DBE): The Consultant shall agree to abide by requirements established by the U.S. Department of Transportation, as described in 49 CFR Part 26 for all TPO contracts issued for work being compensated by federal funds. Additional information regarding this requirement may be found at: <https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/official-faqs-dbe-program-49-cfr-26>.

12. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in any GPC Contract with the TPO is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, shall be incorporated by reference and made a part of the Master Consulting Agreement(s).

13. It is understood and agreed that if the Consultant at any time learns that the certification it provided the TPO in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the TPO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

14. The TPO must be able to certify in each GPC Contract with a Consultant that neither the Consultant nor the Consultant's representative has been required by the TPO, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The TPO further acknowledges that the Master Consulting Agreement will be furnished to a federal agency, in connection with any GPC Contract involving participation of Federal-Aid funds, and that any such contract is and shall be subject to applicable Local, State and Federal Laws, both criminal and civil.

15. The Consultant must certify in each GPC Contract with the TPO that the Consultant has not:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Consultant) to solicit or secure this contract; or
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that all GPC Contracts will be furnished to the State of Florida Department of Transportation and a federal agency in connection with those contracts involving participation of Federal-Aid funds, and is subject to applicable Local, State and Federal Laws, both criminal and civil.

16. The TPO does not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPO ensures, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

17. The TPO shall prepare and retain all records in accordance with the local, federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.
18. The TPO and Consultant recognize that funding for multi-year projects is subject to the annual approval of the TPO's Unified Planning Work Program by the Florida Department of Transportation and Federal Highway Administration.
19. State of Florida Executive Order Number 11-03, Ethics and Open Government, shall be adhered to in respect to any contract developed as a result of this RFP.
20. Successful Consultants shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the Consultant during the term of the contract to perform employment duties within Florida; and
 - b) All persons, including Sub-consultants, assigned by the Consultant to perform work pursuant to the contract awarded as a result of this RFP.

Appendices Referenced:

Appendix I: FHWA-1273 (<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>)

Appendix B: Code of Federal Regulations, Title 49/Subtitle A/Part 21/Appendix B to Part 21 (<https://www.ecfr.gov/current/title-49/subtitle-A/part-21/appendix-Appendix%20B%20to%20Part%2021>) as it relates to Title 49/Subtitle A/Part 21/ §21.5 - <https://www.ecfr.gov/current/title-49/subtitle-A/part-21/section-21.5>

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

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

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.

- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Provide documentation of the firm's Disadvantage Business Enterprise (DBE) status; if applicable.
- g) Provide documentation of prequalification by letter from FDOT.
- h) Exhibit A - Certifications Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters
- i) Exhibit B - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- j) Proposers Incorporation Information
- k) Affidavit Certification Immigration Laws
- l) Employment Eligibility Verification (E-Verify) Certification

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

- a) Describe in detail the components of how your firm proposes to manage the work contained in the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
- b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past five (5) years as the **prime firm** which best illustrates the experience of the firm and current staff as related to the desired services. At least two (2) of the projects identified should be projects performed for a public entity (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Start date and completion date for project or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.

Tab 7 - DBE Utilization

Each Proposer, as part of its submission, shall supply the following information:

- A completed Bid Opportunity List for Professional Consultant Services, and Commodities & Contractual Services (Attachment G) found on FTP Site. For consulting companies, this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT assisted project.
- A completed DBE Utilization Form (Attachment H) found on FTP Site. This Form covers the DBE Utilization Statement, and the DBE Participation Schedule.
- Proposer shall also provide an original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**, and an original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Tab 8 Additional Forms and Documentation

- Proposers should provide the following completed forms or documentation with their Proposal:
 - Public Entity Crimes Statement (Attachment A)
 - Drug-Free Workplace Form (Attachment B)
 - Truth in Negotiation Certification (Attachment C)
 - Conflict of Interest Certification (Attachment D)
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Attachment E)
 - Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (Attachment F)
 - FDOT AI Policy 010-325-065 (1) (Attachment I)

Bid Opening

Proposers 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.

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Surveys of Past Performance (Tab 6) 10 points

Subtotal Points 10 points

by the process stated under each corresponding Tab description as set forth on Page 16.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 35 Points
 - Experience, Expertise, (Tab 3) 35 Points
Personnel, and Technical Resources
 - Interactions with TPO and (Tab 4) 10 points
Regulatory Agency Staff
 - Timely Completion of Projects (Tab 5) 10 points

Subtotal Points 90 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer’s ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer’s ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency,

both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal. The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- UNACCEPTABLE (0.0): The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

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.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two

Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the TPO Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after the TPO Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

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

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

- Ability of Personnel
- Whether a Proposer is a DBE
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads

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 TPO Board, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After the TPO Board approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

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

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the TPO Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract

negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

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

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, Polk County Transportation Planning Organization, and 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 completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, State of Florida, Florida Department of Transportation and the Polk Transportation Planning Organization 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, reasonable 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, to the extent 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 TPO entered into pursuant to this RFP, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of the Agreement. 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 firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs 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, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

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

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polkfl.gov/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, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

All contracts are subject to final approval of the TPO Board or firms who incur expenses or change position in anticipation of a contract prior to the TPO Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polkfl.gov/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 Consultant 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 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 consultant 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 consultant or subcontractor. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 consultant 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 consultant 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 consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant 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

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

ATTORNEY'S FEES AND COSTS:

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

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) 534-7670**

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).

SUPPLEMENTAL CONDITIONS FEDERAL CLAUSES

The projects resulting from this RFP may be partially or fully funded with Federal funds by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); therefore, the selection process must adhere to all applicable Federal guidelines. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Contract Work Hours and Safety Standards Act.** (Contracts in excess of \$100,000)

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The U.S. Department of Treasury, the applicable Federal agency, or Polk County as the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the consultant or subcontractor under any such contract or any other Federal contract with the same prime consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime consultant, such sums as may be determined to be necessary to satisfy any liabilities of such consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. **Clean Air Act and the Federal Water Pollution Control Act.** (Contracts in excess of \$150,000)

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FHWA and FTA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FHWA and FTA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

3. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the FHWA and FTA and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit “B”). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. **Access to Records.** The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the FHWA and FTA, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the FHWA and FTA or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

9. **Seal, Logo, and Flags.** The Consultant shall not use the FHWA and FTA seal(s), logos, crests, or reproductions of flags or likenesses of FHWA and FTA agency officials without specific FHWA and FTA pre- approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FHWA and FTA financial assistance will be used to fund the Contract only. The Consultant will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

11. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

13. **Default and Remedy.** (Applicable to all contracts more than the simplified acquisition threshold)

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

14. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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.

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 3. Surveys should correlate to all projects identified under Tab 3.

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

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

CLIENT NAME	Name of the company 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 (Feasibility and Planning Study for Regional Intermodal Station), Etc.
COST OF SERVICES	Cost of services (\$200,000)
DATE COMPLETE	Date when the services were completed. (i.e. 9/31/2020)

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

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

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

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

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

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	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

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 OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST 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: RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

The undersigned, as an authorized officer of the consultant identified below (the “**Consultant**”), 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 Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant 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 Consultant, 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 Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant 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 Consultant 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 Consultant 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 Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant 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:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____