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 and Title: 11-074, Organizational Review of Central Florida Development Council of Polk County

Description: Provide highly specialized consultant services for the organizational and structural review of the Central Florida Development Council of Polk County.

Receiving Period: Prior to 2:00 p.m., Wednesday, August 24, 2011

Bid Opening: Wednesday, August 24, 2011 at 2:00 p.m. or as soon as possible thereafter.

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

Special Instructions: A NON-MANDATORY pre-proposal meeting will be held on Monday, July 25, 2011 at 9:00 a.m. at the Procurement Division, 330 West Church Street, Bartow, Florida.

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

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

Company Name: _____

Contact Person: _____

Mailing Address: _____

City:_____ State:_____ Zip Code:_____

Phone:_____Fax:_____ E-mail:_____

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

SEALED RFP ● DO NOT OPEN

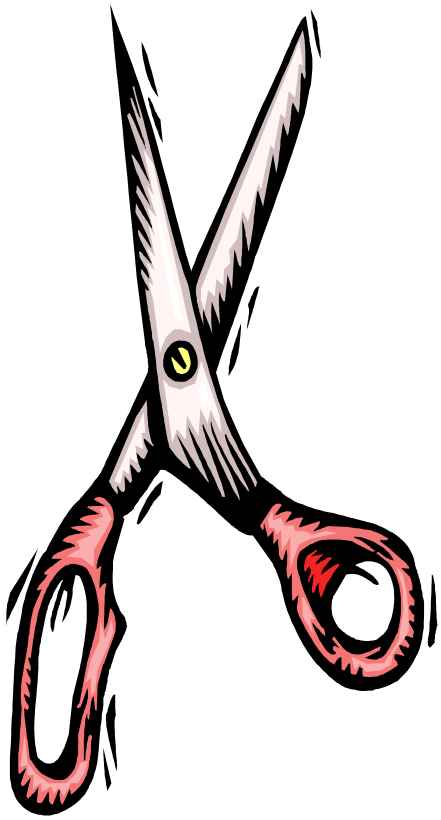
SEALED RFP NO.: 11-074

RFP TITLE: Organizational Review of Central Florida Development Council of Polk County

DUE DATE/TIME Wednesday, August 24, 2011 prior to 2:00 p.m.

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PROCUREMENT DIVISION
330 West Church Street, Room 150
Bartow, Florida 33830



POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL 11-074
ORGANIZATIONAL REVIEW OF CENTRAL FLORIDA DEVELOPMENT COUNCIL OF POLK COUNTY

Sealed proposals will be received in the Procurement Division, **Wednesday, August 24, 2011, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in Proposer disqualification.

This document is issued by Polk County and as such shall be the sole distributor of all addendums and/or changes to these documents. It is the responsibility of the proposer to determine issuance of documents directly with the Procurement Division. 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 solicitation

Questions regarding this proposal must be in writing and must be sent to Chris Rewis, Procurement Manager via email at chrisrewis@polk-county.net or via fax at (863) 534-6789. All questions must be received by Wednesday, August 3, 2011.

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, 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 the Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

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.**

Proposals may be mailed, express mailed or hand delivered to:

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms for professional services in the organizational review of the Central Florida Development Council (CFDC) of Polk County. These services only involve the organizational structure of the public/private partnership and will not include development of a strategic plan or a review of operations.

The prospective proposer must be able to gather qualitative and quantitative information through examination of stakeholder perceptions of organizational effectiveness and efficiency so that any structure change reflects a maximum return on investment in delivery of services.

OVERVIEW

The Central Florida Development Council (CFDC) is a public and private partnership between the Polk County Board of County Commissioners and all of the major chambers of commerce, municipalities and economic development organizations in Polk County, Florida. The CFDC is responsible for economic development activity in a diverse community centered in a Super Region stretching from Tampa to Orlando. Within a 100-mile radius of Polk County reside 8.6 million persons – the largest population base in the Southeastern United States.

MISSION

The mission of the **Economic Development initiative** is: *to lead the collaborative economic development efforts of the Polk Technology Region by promoting and growing an economy based on high- skill, high-wage sustainable and evolutionary businesses.* The mission of **Polk County Tourism and Sports Marketing** is: *Put heads in beds. Make cash registers ring. Enhance the quality of life in Polk County.*

HISTORY

The public and private entities of the CFDC are nearing their 26th anniversaries. Some major milestones include:

- In September, 1985 the Economic Development Council of Polk County was incorporated as a 501.(c) 6 corporation to promote the assets of our community. The Polk County Board of County Commissioners supported the early effort with a budget of $250,000 for four paid staff who worked on business development and film projects.

- In 1986, the Polk County International Trade Association was formed to promote export opportunities for Polk County businesses. In 1990, the Trade Association earned the prestigious Presidential E Award for Export Excellence from the U.S. Department of Commerce.

- In November 1986, following the passage of a countywide referendum on a 2 percent bed tax led by the officers of the development council, the Board of County Commissioners by ordinance established the Polk County Tourist Development Council. Today the resort tax is at 5% and generates approximately $5 to $7 million annually.

- In 1990, the volunteer leadership spearheaded the name change of the organization to the Central Florida Development Council. This image and marketing change was approved by the full board of the nonprofit corporation and by the Tourist Development Council.

- In 1992, the Tourist Development Council added a Sports Marketing program with the approval of the Board of County Commissioners.

- Also in 1992, an Office of Small Business Development was formed within the Economic Development Department.

- In 1993, the Board of County Commissioners voted to amend the Occupational License tax ordinance by allowing a 50% increase in fees to be allocated to economic development endeavors.

- In 2000, a cooperative contract with the Polk County Workforce Development Board was signed creating the PolkWorks Workforce 2020 program. This initiative is responsible for directing Polk County companies to assistance that can help the businesses recruit, train and motivate labor.

- In 2001, the Board of County Commissioners voted to assign all Occupational License tax fees (now called Business Taxes) to support business development and the Small Business Development Center.

- Ground was broken in 2005 for Polk Outpost 27 on US Highway 27 North near Interstate 4.

- SRI International completed a regional industry cluster analysis for Polk County in 2008 which has served as a roadmap for Polk County's future at the center of a Super Region.

- In 2010, Tourism and Economic Development staff moved into their new offices at the Lake Myrtle Sports Complex in Auburndale after being domiciled in Bartow for 25 years.

- The Economic Development office and Small Business Development Center were combined under one management director early in 2011.

- Since its inception, the CFDC has had 15 volunteer Presidents and four Executive Directors.

Constituents and Locations

The CFDC, Inc. Board of Directors and paid staff serve the community and economic development interests in a County of 602,000 residents. Important relationships are also maintained with regional and state economic and tourism organizations. The CFDC's primary office for economic and tourism development initiatives is located at the Lake Myrtle Sports Complex in Auburndale. Polk Outpost 27, a tourism visitors' information center, is located near Interstate 4 and U.S. Highway 27. The Small Business Development Center is located at the Neil Combee County Administration Building in Bartow.

EMPLOYEES

The CFDC has 34 employees involved in administration, economic development, small business development and tourism/sports marketing.

BOARD OF DIRECTORS

The CFDC, Inc. has 60 board members from throughout Polk County, including an Executive Committee and Past Presidents Council.

BUDGET

The **Tourism and Sports Marketing** initiative operates with an annual budget of $8 million to $10 million, including reserves. Funding is from a Tourism Resort Tax of five percent collected primarily from hotels, motels, campgrounds and short term rental homes. The **Economic Development and Small Business Development Center** initiatives have an annual budget of approximately $1 million and funding is derived from Business Tax fees.

The **CFDC, Inc**. has an annual budget of approximately $100,000. Contributions are made to the non-profit corporation by private enterprise and the Polk Country Industrial Development Authority through the organization's Presidents Council.

IMPACT

Since its inception, the CFDC's **Economic Development** initiative has helped private businesses announce their intentions to employ more than 23,000 persons and generate more than $3.8 billion in capital investment. Fortune 500 companies including Ford Motor Company, McKesson Pharmaceuticals, Lockheed Martin, GEICO, Coca-Cola, Wal-Mart and Sherwin Williams have located facilities in Polk County under the CFDC watch and with the valued assistance of its community and economic development partners.

The CFDC's **Tourism and Sports Marketing** operations are among the most successful in the state. Sports Marketing activities account for an average of 220 events a year with a combined annual estimated economic impact of $125 million. Tourism's Gross Domestic Product in Polk County is $400 million annually. Total employment in the leisure and hospitality industry is 16,000 persons and total wages in

this sector annually are $262 million. There are 980 local establishments tied to tourism. Polk County economist Gordon Kettle reports that every $1 million in tourist related spending in the local economy results in approximately 25 new jobs , another $500,000 in earnings and about $1.6 million in additional economic activity.

The **CFDC, Inc.,** through its volunteer base, has provided an important focus for Polk County's future. Shortly after its inception in 1985, the business and community leaders of the organization united Polk County with its 17 municipalities and, in a short period of time, the CFDC was responsible for successfully diversifying our economy and for setting the stage for quality development. The value of these volunteer hours over the past 25 years is priceless to our community.

The CFDC, Inc. has throughout its history financially supported paid staff for client expenses not covered by Polk County and has contributed funds to the University of South Florida Polytechnic, Polk State College's Advanced Technology Center and other projects. Through lobbying, letters of support and resolutions, the CFDC, Inc. has been a positive advocate for community and economic development issues and activities, including the Super Region, Amendment 4, countywide tax abatement and incentives programs, the resort tax measure, the proposed transit tax and enhanced transportation and utility projects. The CFDC, Inc. has for approximately 20 years maintained a director's seat on the Tampa Bay Partnership and has been actively involved with other regional and state economic development initiatives.

The CFDC, Inc. Board of Directors is working to maintain a balance between quality business expansion and Polk County's livability and positive image by promoting city centers. These employment zones help mitigate urban sprawl by connecting these centers to corridors of roads and transit systems.

SCOPE OF SERVICES

What is an organizational review? It's an in-depth study of the public/private cooperative operation of the CFDC. The goals of the study are to provide various recommendations that will strengthen CFDC's efficiency. Simply put: it's a process that will help form a vision of improved processes for the future.

The proposer shall have in-house capabilities of making an organizational and structural review of the current partnership of the Polk County CFDC and CFDC, Inc., with emphasis on identifying improvements and efficiencies that can be realized in the organization.

- Consultant will review relevant information to become familiar with the existing organization mission, model, structure, roles, environment, funding, and stakeholder interaction. This information will include, but not be limited to, existing by-laws and interlocal agreements currently in place.

- Consultant will perform an organizational SWOT analysis to identify strengths, weaknesses, opportunities and threats through individual interviews,

questionnaires, focus groups, document review, observations, and other methods deemed useful to gather needed data by the consultant with:

- ❖ Five members of Board of County Commissioners (Individual Interviews);
- ❖ President, Central Florida Development Council, Inc. (Individual Interview)
- ❖ Executive Committee, Central Florida Development Council, Inc. (Two Focus Groups);
- ❖ Past-Presidents, Central Florida Development Council, Inc. (One Focus Group)
- ❖ Board, Central Florida Development Council, Inc. (Questionnaire & One Focus Group);
- ❖ County Manager (Individual Interview);
- ❖ Interim Executive Director, Central Florida Development Council (Individual Interview);
- ❖ Economic Development Partners (One Focus Group);
- ❖ Polk County economic development council key partners (One Focus Group);
- ❖ Group of citizens and five business owners selected and agreed upon by the Board of County Commissioners and the CFDC (One Focus Group);
- ❖ City Managers and/or Mayors of Polk County municipalities (One Focus Group).

Note: All interviews/focus groups will be conducted at 2701 Lake Myrtle Park Road, Auburndale, Florida, with the exception of the Board of County Commissioners, which will be conducted in one day at 330 West Church Street, Bartow, Florida.

- o Consultant will review the draft SWOT analysis with the:
  - ❖ President, Central Florida Development Council, Inc. and Executive Committee.
  - ❖ Interim Executive Director, Central Florida Development Council and County Manager.
  - ❖ Board of County Commissioners.

  Note: All review meetings will be conducted at 2701 Lake Myrtle Park Road, Auburndale, Florida, with the exception of the Board of County Commissioners, which will be conducted at 330 West Church Street, Bartow, Florida.

- o Consultant will facilitate a public meeting to present recommendations to the community on:
  - ❖ Mission
  - ❖ Organization model (Public, Private, or Public/Private Partnership)
  - ❖ Roles (President, Executive Director, County Manager, Executive Committee, CFDC Board)
  - ❖ Funding
  - ❖ Methods of stakeholder communications

- Consultant will develop a comprehensive, detailed report including a plan for improvements in the structure designed to maximize efficiencies and effectiveness, based on information gleaned from the various required stakeholder meetings. The information will document the agreed upon mission; organization model; participant roles; and methods of financing, operations, and communications, at a minimum.

- Consultant will separately present the findings to the CFDC Executive Committee, CFDC Board, and Board of County Commissioners for approval.

Note: The presentation to the CFDC Executive Committee and CFDC Board will be conducted at 2701 Lake Myrtle Park Road, Auburndale, Florida. The presentation to the Board of County Commissioners, which will be conducted at 330 West Church Street, Bartow, Florida.

AGREEMENT

The successful proposer shall be prepared to commence work on the organizational review by October 1, 2011 and must complete all services by January 31, 2012 in order to present findings to the Board of County Commissioners at their annual retreat.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal responses shall be contained within a three ring binder individually and put in order as indicated below.

Each proposal shall contain:

- Tab 1, Introduction:

  Transmittal letter – include a transmittal letter showing the company name, name of person who can bind the company, address, telephone number, and email address. (One page only, single or double sided)

  A summary of the firm's experience and organization – listing in-house, full service capabilities. (One page only, single or double sided)

- Tab 2, Past Experience and Expertise:

Resumes of key employees providing the requested services, detailing past experience as it relates to organizational review services. (One page for each employee only, single or double sided)

List a maximum of three like projects, preferably during the past three years to indicate proficiency in similar work. The list of references, corresponding to the projects, shall include current contact person and telephone number. (One page per project only, single or double sided)

- Tab 3, Examples of Work Product:

  Provide summary copies of work products delivered in the three like projects noted under Tab 2. This should include SWOT analyses, comprehensive plans, or other work product delivered to the client. (Five pages maximum per project, single or double sided)

- Tab 4, Cost of Services

  Provide a breakdown of cost of services, including number of hours anticipated and the rates for key employees. Provide a breakdown of expected reimbursables, including, but not limited to all expected travel. (One page only, single or double sided)

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

EVALUATION OF PROPOSALS

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The specific criteria established for this Request for Proposal is as follows:

➢ Proposer's structure	10 points
➢ Experience and expertise	30 points
➢ Work product	50 points
➢ Price	10 points
Total points available	100

The Selection Committee will complete a written evaluation of each proposal. After reviewing all proposals, the Selection Committee will elevate two or more proposers for interviews.

The Procurement Director or Procurement Manager shall facilitate the selection process.

Each proposal shall be evaluated in the following described manner:

Selection Committee members shall individually evaluate the proposals in narrative style with comments noted on the Narrative Evaluation Sheets provided in the packet issued to the committee members at the Initial Selection Committee Meeting.

When the Selection Committee convenes to review the proposals, each proposal will be discussed by individual evaluation criterion, i.e., Proposer's structure; Experience and expertise; Work product; and Price. The Procurement Director or Procurement Manager will classify the criterion based on resulting discussion of the Committee. Categories are noted below:

- **EXCELLENT (1.0):** *Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless*.
  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 description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated 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*.
  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 description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver beyond expectation.

- **GOOD (0.6)**: *Having positive or desirable qualities; competent; skilled; above average*.
  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 description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4)**: *Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.*
  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 description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated 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.*
  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 description (including all supporting documentation, diagrams, drawings, charts and schedules, etc.) demonstrated the Proposer's ability to perform and deliver at a *substandard* and *inferior* level.

- **UNACCEPTABLE (0.0)**:
  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.

Once a category has been assigned to a criterion (i.e., Proposer's structure, etc.), the multiplier for that category will be applied to the total number of points allocated for the evaluation criterion.

For example: the Selection Committee classifies the Proposer's structure evaluation criterion in Proposal 1 as *"VERY GOOD"*. Proposal 1 receives a total of 8 points (10 * 0.8 = 8) for the Proposer's structure portion of the submittal.

The assigned points for the evaluation criteria will be added together to calculate the overall proposal score with the maximum total proposal score obtainable being 100 points.

Those firms elevated for interviews shall be prepared to discuss prior work experience and work product provided to past clients. A final ranking of the elevated firms will be made at the conclusion of all interviews. The firm with the lowest score will be the intended awardee.

The County reserves the following rights:

- Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of

any or all proposers prior to selection. (Selection Committee, Procurement Director)

- Request that proposer(s) modify their proposal to more fully meet the needs of the County or to furnish additional information as the County may reasonably require. (Selection Committee, Procurement Director)
- Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee, Procurement Director)
- Process the selection of the successful proposer without further discussion. (Selection Committee, Procurement Director)
- Accept or reject qualifications or proposals in part or in whole. (Selection Committee, Procurement Director)
- Request additional qualification information. (Selection Committee, Procurement Director)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division, Procurement Director)
- Obtain information for use in evaluating submittals from any source. (Contract Manager, Procurement Director)
- Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Polk County to do so. (Procurement Director)
- The County shall be the sole judge of proposers' qualifications. (Selection Committee, Procurement Director)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked **ORIGINAL** and eight copies marked **COPY** of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "**RFP 11-074, Organizational Review of Office of Economic Development"** and marked with the respondents name and address. The Proposals may be mailed or delivered to:

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

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, August 24, 2011.**

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County, a political subdivision of the State of Florida, must be named as an additional insured with respect to general and automobile liability arising from all work performed for Polk County. A waiver of subrogation in favor of Polk County is required for workers' compensation and general liability. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A"category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

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

Admitted in Florida	Yes
Employer's Liability	$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:
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;

Independent Contractors:
Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACT

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.07 of the Florida Statutes, the responses received for this request for proposal may be reviewed ten (10) days after the proposal opening date. The proposal files may be examined during normal working hours by appointment.

UNAUTHORIZED ALIEN(S)

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

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

If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs. com/EmployerRegistration,** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov /e-verify** or contact USCIS at **1-888-464-4218.**

LIMITATIONS

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

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 11-074 PROJECT NAME: Organizational Review of Central Florida Development Council of Polk County

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

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: _____

_____

Signature Title Date

STATE OF: _____
COUNTY OF:_____

The foregoing instrument was signed and acknowledged before me this ____day of _____, 20___,

by _____ who has produced

(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration