

RFPQ REGISTRATION

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

RFPQ Number and Title: 13-315, Update Polk Transportation Planning Organization Website

Description: Provide professional services to update and create a new Polk Transportation Planning Organization Website.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 15, 2013

Bid Opening: Wednesday, May 15, 2013 at 2:00 p.m. or as soon as possible thereafter.

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

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

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each 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 RFPQ". Be sure to include the name of the company submitting the RFPQ where requested.

SEALED RFPQ • DO NOT OPEN

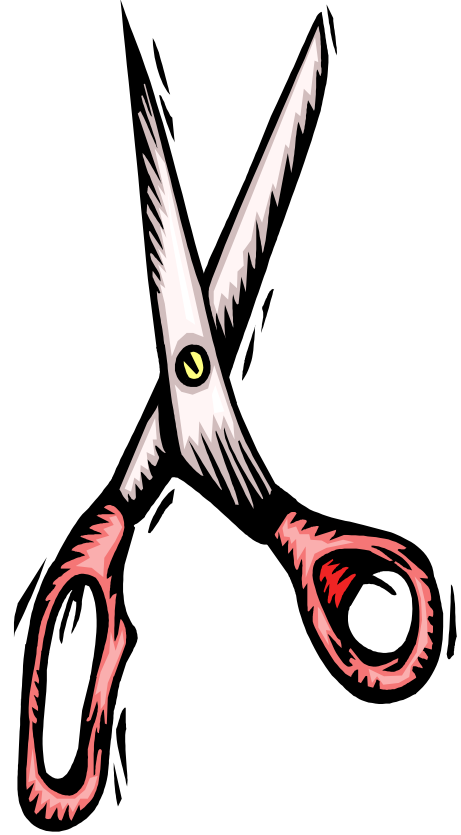
SEALED RFPQ NO.: 13-315

RFPQ TITLE: Update Polk Transportation Planning
Organization Website

DUE DATE/TIME: May 15, 2013 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

Procurement Division
Fran McAskill
Procurement Director

REQUEST FOR PROPOSAL QUOTE 13-315 UPDATE POLK TRANSPORTATION PLANNING ORGANIZATION WEBSITE

Sealed proposals will be received in the Procurement Division, **Wednesday, May 15, 2013 prior to 2:00 p.m.**

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

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

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFPQ solicitation.

Questions regarding this RFPQ must be in writing and must be sent to Carolyn Cusano Procurement Specialist, via email at carolyncusano@polk-county.net, or via fax at (863) 534-6789. All questions must be received by Monday, May 6, 2013.

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFPQ with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal Quote and ends upon completion of the protest period. 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 RFPQ and for contracts to be awarded pursuant to RFPQs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal Quote to this RFPQ 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 proposal quotes from qualified firms to update and create a new Polk Transportation Planning Organization website (Polk TPO). Upon final review of proposals, a purchase order will be issued to the successful vendor.

SCOPE OF SERVICES

Below is a description of the scope of professional services requested to update and create a new Polk TPO website. The final cost of the website shall not exceed \$25,000.00 and the awarded Vendor shall complete the project within 20 weeks following issuance of a purchase order and a kick-off meeting.

Each proposal quote must contain an itemized list of all costs. **Please note there are a number of technical and functional requirements that MUST be met for your proposal to be considered. The requirements are clearly spelled out in this scope.**

The Polk TPO reserves the right to decide which elements to include and which elements to remove from the project, if so needed. To reduce some of the costs, the Polk TPO will be providing all of the content for the website and the focus of this proposal quote is the creation of a fully functional, user-friendly content management system that Polk TPO staff can use to maintain the website for many years to come.

The Polk TPO already has a host for the site once it is built.

The proposal quote must include a fair and reasonable payment/completion schedule that is clearly defined. The schedule will be approved by Polk TPO staff. All material designed as part of this project must be created in a format that will allow future modification by the Polk TPO staff. In addition, Polk TPO will assume ownership of all materials generated as part of this project.

BASIC PROJECT OVERVIEW

The purpose of this task is to develop a professional website that:

- Enhances communication to the public, TPO board and committee members, and other government and non-profit agencies
- Is compatible with web browsers commonly used by internet patrons such as: Internet Explorer, Mozilla, Firefox, Google Chrome, etc.
- It is **required that the site is built utilizing responsive design** that ensures the website is easily accessible and viewable with technology such as iPhones, iPads, smartphones, tablets, etc.
- Has a “well-oiled” effective search engine
- Must be sight/hearing impaired accessible (508 compliant)
- Can be easily maintained and updated using a user-friendly Content Management System
- Includes multilingual translation. If using Google Translate or similar, include a notification window stating we are not responsible for the translation of this website or similar

REQUIRED TECHNICAL SPECIFICATIONS

These specifications will allow the Polk County IT department to provide any future site support/maintenance:

- MS SQL Server as the database platform to store data
- Will use Polk County's preexisting FTP accommodations
- .Net as the development language (VB.Net preferred but will consider C#)
- Microsoft Internet Information Services (IIS) as the web server software that renders pages
- Preference will be given to vendors using the Ektron Content Management System

FUNCTIONAL REQUIREMENTS AND NEEDS OF THE WEBSITE

The website design will incorporate coding that can accommodate the following, including several requirements:

- a. Utilize and/or showcase embedded streaming multimedia from Polk County's provider (Earth Channel) and Vimeo content
- b. Audio and photo features
- c. **Ability to embed within the site the TPO's online mapping software that can be found at <http://polk.dtstiptool.com/>**
- d. **It is required that the site includes a public comment submission area** that clearly correlates to specific projects and/or issues of the TPO. This needs to be linked to the county's current email system.
- e. Ability to receive detailed information on TPO projects by clicking on them
- f. Incorporate smart drop-down menus that make it easier for users to navigate the entire site from any page
- g. **It is required that the site includes advanced calendar management** that includes:
 - i. Displaying event title, description, RSVP option, the ability to send in a comment, link to event attachments i.e. agenda, meeting packet, pictures, videos, presentations, or other supporting materials.
 - ii. Searching the event by date or title
 - iii. Exporting the calendar to Outlook, iCal, mobile devices, social media, etc.
- h. **It is required that the site has seamless social media integration**
 - i. Has the ability to create secure logins and administrator abilities to change logins. This would be for content management purposes and allow for easy uploading of documents, adding of calendar items, etc.
 - j. An analytics tool to track website traffic
 - k. Have the ability to upload and display data i.e. Manuals, reports, PDF files, calendars as well as files currently on the existing Polk TPO website as identified by staff to be migrated into the new website
 - l. The Content Management System shall include grammar and spell check capabilities

EXPECTED FLOWCHART / PROJECT TIMELINE

DISCOVERY AND DESIGN PHASE OF THE PROJECT

1. An initial kickoff meeting will take place with the Vendor and Polk TPO staff to determine what the website look, feel and overall functionality will be.
2. The Vendor will explore different scenarios and present feedback on the design and how different components will interact.

DEVELOPMENT / PROGRAMMING OF THE WEBSITE

Upon review and approval of the design, the Vendor will touch on the following content areas in developing the website:

- a. Create a website map and site information architecture
- b. Conduct an assessment of security needs of the application and its components
- c. Develop the hypertext structure organizing the content for ease of use
- d. Formulate a cohesive graphics design – visual theme, color scheme, etc.
- e. Design website navigation tools (buttons, menu bars, icons etc.) and functionality for quick site downloads and accessibility
- f. Create various on-site services and features which include search engines with auto drop down select feature and a website index or a site map
- g. Develop a text-only website which meets federal standards for handicapped accessibility
- h. Before the website goes live, beta testing will take place and all requested changes and fixes will be completed prior to the website being launched
- i. SEO must be done through search engines to help give Polk TPO a broad presence on the worldwide web

MAINTENANCE AND TRAINING

The selected Vendor shall design and produce web pages for the website and provide training to assist Polk TPO staff in maintaining and updating information on the pages utilizing the Content Management System.

Once the training is satisfactorily completed by Polk TPO staff, the Vendor may continue to be utilized for changes to the website, as determined by the Polk TPO.

PROJECT SCHEDULE

The services to be rendered by the Vendor may commence upon the issuance of a purchase order and a Notice to Proceed.

A detailed schedule should be provided by the Vendor, outlining the responsibilities and deliverables of both parties.

VENDOR RESPONSIBILITIES & TPO RESPONSIBILITIES

Responsibilities of the Vendor

The Vendor shall:

- Perform all tasks set out in the Scope of Work using best professional methods and judgment; and

- Work with Polk TPO staff to develop a new website that is professional, has aesthetic appeal, technological upgrades and capabilities to serve the target audiences

Responsibilities of Polk TPO

The Polk TPO will:

- Provide necessary written material electronically and photos/videos for the Vendor to review and comment on the suitability of said sites for use in this project;
- Make final decisions for content, technical issues, approve project invoices, and preside over project meetings; and
- Review all materials and documents submitted by the Vendor as specified herein, and provide written comments allowing for revision cycles for each deliverable.

AGREEMENT

A Purchase Order will be issued to the successful vendor.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFPQ. The responses shall be in the same order as the tabs listed below. 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 quote responses shall be contained within a three (3) ring binder. Each proposal quote 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, Experience and Expertise:

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

Tab 3, Technical Approach to Project:

- Detailed description of Vendor's means and methods to provide services outlined within the Scope of Services, addressing specifically the "FUNCTIONAL REQUIREMENTS AND NEEDS OF THE WEBSITE", items 'a' through 'l'. Please include an explanation of the content management system and your ability to implement social media and/or videos into the website. (Five pages maximum, single or double sided)
- Clearly defined payment and work schedule to complete the project within 20 weeks. (Two pages only, single or double sided)

Tab 4, Cost of Services

- Provide a complete breakdown of all cost of services necessary to provide the scope of services (Two pages 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 PROPOSAL QUOTES

The Procurement Division in conjunction with the Polk TPO and Information Technology (IT) staff will review all submittals. Packages that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The specific criteria and point value established for this Request for Proposal Quote is as follows:

➤ Technical Approach to Project	60 points
➤ Experience and Expertise	30 points
➤ Price	<u>10 points</u>
Total points available	100

Evaluators shall determine which of the following descriptions applies to each of the foregoing Proposal Quote evaluation criteria:

- **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.

After evaluators have determined the description applicable to the Proposal Quote evaluation criteria, the number of points available for each criterion (e.g., 10 points for "Experience and expertise") shall be multiplied by the factor associated with the

applicable description (e.g., the multiplier of 0.8 for the “Very Good” description) to produce the number of points allocated for that evaluation criterion. For example, a TPO Staff member classifies the Experience and expertise criterion of Proposal #1 as “Very Good.” The points that TPO Staff member allocated for that evaluation criterion would be 8, calculated as follows: 10 available points x 0.8 applicable description multiplier = 8 points).

An evaluator’s total score for each Proposal Quote shall equal the sum of the total points allocated for each evaluation criteria, plus a score assigned to a Price evaluation criterion that is calculated as stated in the next paragraph.

The Procurement Manager shall assign a score to a Price evaluation criterion of each Proposal Quote utilizing a mathematical distribution of the total points available for this evaluation criterion (10 points) that is allocated based upon the spread between the lowest submitted Price and the highest submitted Price. When all members have completed their Proposal Quote evaluations, the individual members’ total scores for each Proposal Quote will be added together to produce a final score for each Proposal Quote.

The Procurement Manager will confirm the calculations for the final score of each Proposal Quote, then publish a rank-ordered listing of the Proposal Quotes to the evaluators with the Proposal Quote receiving the highest point score designated as the highest ranked Proposal Quote.

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. (TPO and IT Staff, 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. (TPO and IT Staff, 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. (TPO and IT Staff, Procurement Director)
- Process the selection of the successful proposer without further discussion. (TPO and IT Staff, Procurement Director)
- Accept or reject qualifications or proposals in part or in whole. (TPO and IT Staff, Procurement Director)
- Request additional qualification information. (TPO and IT Staff, Procurement Director)
- Limit and/or determine the actual contract services to be included in a contract, if applicable. (TPO and IT Staff, Procurement Director)
- Obtain information for use in evaluating submittals from any source. (TPO and IT Staff, 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. (TPO and IT Staff, Procurement Director)

SUBMITTAL OF PROPOSAL QUOTES

Interested parties are invited to submit one (1) original marked **ORIGINAL** and four (4) copies marked **COPY** of their proposal in a sealed envelope or package to the Procurement Division. The envelope or package should be labeled "**RFPQ #13-315, Update Polk Transportation Planning Organization Website**" and marked with the respondents name and address. The Proposal Quotes may be mailed or delivered to:

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

The submittal shall be received by the County only at the above address **prior to 2:00 p.m., Wednesday, May 15, 2013.**

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 completion of the protest period. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

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

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

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

Commercial General Liability Insurance. \$500,000 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. \$500,000 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 <http://www.polk-county.net/bids.aspx>. 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 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) working days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the 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.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFPQ 13-315

PROJECT NAME: Update Polk TPO Website

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).

THE CONTRACTOR SHALL UTILIZE THE U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO VERIFY THE EMPLOYMENT ELIGIBILITY OF ALL NEW EMPLOYEES HIRED BY THE CONTRACTOR DURING THE TERM OF THE CONTRACT AND SHALL EXPRESSLY REQUIRE ANY SUBCONTRACTORS PERFORMING WORK OR PROVIDING SERVICES PURSUANT TO THE CONTRACT TO LIKEWISE UTILIZE THE U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM TO VERIFY THE EMPLOYMENT ELIGIBILITY OF ALL NEW EMPLOYEES HIRED BY THE SUBCONTRACTOR DURING THE CONTRACT TERM.

Company Name: _____

Signature	Title	Date
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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