

RFI 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.

RFI Number and Title: RFI 25-590, Land Use Hearing Officers
Description: This request is for information from individuals who are interested in performing land use hearing officer duties for the Polk County Board of County Commissioners.
Receiving Period: Prior to 2:00 p.m., Wednesday, September 24, 2025
Bid Opening: 2:00 p.m., Wednesday, September 24, 2025
Special Instructions: All questions must be received by 4:00 p.m., Wednesday, September 17, 2025.

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

RFI REGISTRATION

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789.

Company Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

RFI 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 “RFI #25-590, Land Use Hearing Officers” 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	
RFI Number	25-590
RFI Title	Land Use Hearing Officers
Due Date/Time:	September 24, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

Electronic Proposals Submittal:

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

“RFI 25-590 Tab 1”

“RFI 25-590 Tab 2”

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director

RFI # 25-590
Land Use Hearing Officers

Sealed proposals will be received in the Procurement Division on **Wednesday, September 24, 2025, prior to 2:00 p.m.**

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

Questions regarding this request should be in writing and should be sent to Tabatha Shirah, Procurement Analyst, via e-mail at tabathashirah@polk-county.net. All questions must be received by 4:00 p.m., Wednesday, September 17, 2025.

Prospective vendors shall not contact, communicate with or discuss any matter relating in any way to the Request for Information with the Board of County Commissioners, any employee of Polk County, other than the Procurement Director. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for any future proposal.

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

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

STATEMENT OF NO SUBMITTAL

If you do not intend to submit the requested information, please complete the information below and return this form to the address above with the proposal number and title clearly marked on the front of the envelope.

- | | |
|--|--|
| ☐ Insufficient time to respond | ☐ Unable to meet specifications |
| ☐ Schedule would not permit us to perform | ☐ Do not offer this product |
| ☐ Specifications unclear | ☐ Other (please specify below) |

Company Name: _____ Date: _____

Signature: _____ Telephone Number: _____

INTRODUCTION

Polk County, a political subdivision of the State of Florida, is seeking statements of qualifications from experienced and qualified individuals to serve as Land Use Hearing Officers.

The County's Land Development Code (LDC) authorizes the appointment of Land Use Hearing Officers by the Board of County Commissioners. These officers are responsible for conducting public hearings on site specific development requests, as well as certain appeals to administrative decisions.

Responsibilities will include conducting hearings and rendering decisions through final order on applications for:

- Variances to dimensional requirements (i.e. setbacks, height, and impervious surface)
- Special Exceptions in residential areas
- Appeals of Administrative Decisions, Determinations, and Interpretations
- Appeals of Non-Conforming Rights Determinations

The selected individuals will be vested with all duties and powers necessary to fulfill these responsibilities in accordance with applicable laws, ordinances, and policies.

SCOPE OF SERVICES

Duties

1. Conduct public hearings regarding applications for Variances, Special Exceptions and Temporary Special Exceptions;
2. Issue orders with findings of fact and conclusions of law, in accordance with relevant standards and criteria set forth in this Code;
3. Visit the site of a land development application if necessary;
4. Decide applications for Variances, Special Exceptions and Temporary Special Exceptions;
5. Decide appeals of Administrative Decisions, Administrative Determinations, Administrative Interpretations, Non-Conforming Rights Determinations, and Waivers;
6. Take any other action authorized by ordinance of the Board; and
7. Decide upon any other matter assigned to the Hearing Officer pursuant to the County's Land Development Code.

Powers

Each Land Use Hearing Officer shall, in the course of carrying out the duties described above, be empowered to:

-
1. Administer oaths and affirmations where authorized by law;
 2. Issue notices;
 3. Receive relevant evidence;
 4. Approve, approve with modifications and/or conditions, or deny a development application or appeal; and
 5. Take or cause other such action as necessary to perform such duties.

For informational purposes, copies of recent meeting agendas and agenda packets for Land Use Hearing Officer can be provided from Land Development Staff (send request to tabathashirah@polk-county.net) Past meetings may also be viewed online at <https://www.polk-county.net/pgtv>.

QUALIFICATIONS

Generally, Land Use Hearing Officers shall have either:

- (i) a degree in law from an accredited American Bar Association law school, be licensed to practice law in the State of Florida, and have a minimum of two (2) years of experience in land use, zoning, or other land use regulatory experience; OR
- (ii) have a bachelor's degree in planning or other directly related field and a minimum of five (5) years of experience in land use, zoning, or other land use regulatory experience.

A master's degree in planning or directly related field and American of Certified Planners designation is preferred. A Land Use Hearing Officer shall not be an employee of Polk County. The County may modify these qualifications as needed.

ANTICIPATED WORKLOAD

In order to ensure sufficient coverage, avoid scheduling conflicts, and limit the effects of potential conflicts of interest, the County intends to contract with two or more qualified individuals to serve as Land Use Hearing Officers.

The County reserves the right to negotiate with the selected submitters, after review of all information provided in response to this RFI, as to whether such submitter(s) will serve as the primary hearing officer(s) for all or some of the matters and cases described herein, as an alternate, or on a rotational basis with other selected submitter(s).

The County in no manner guarantees the amount of work, if any, to be performed by the selected submitter(s). The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of a resulting agreement.

Further, the successful submitter(s) are providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other individuals.

The following historical information is provided as a guide, for informational purposes only:

-
- From June 2024-June 2025, 56 applications for variances and 10 special exceptions were reviewed. The data are provided as a potential indicator of the workload for the Land Use Hearing Officers.
 - The public hearing hours listed do not include any time associated with pre or post public hearing activities. The Hearing Officer hears an average of 5½ cases per month. Hearings range from 1 to 4 hours, and they get paid for a minimum of 2 hours per hearing. Each case requires 2-3 hours for review prior to the hearing and writing the Order after the hearing.
 - If they share the post with another hearing officer, their annual compensation should come in between \$14,000 and \$15,000.

It is anticipated that the public hearings conducted by the Land Use Hearing Officers will be regularly held on the fourth Wednesday of the month, subject to schedule changes due to holidays. The public hearings will be scheduled between 8:00 a.m. and 5:00 p.m.

COMPENSATION

The County intends to pay a rate of \$150/hour for Land Use Hearing Officers that are licensed attorneys and a maximum rate of \$100/hour for non-attorney Land Use Hearing Officers. Final rates will be negotiated with the selected submitter(s) after reviewing all information provided in response to this RFI and interview. **Sample Agreement provided below, "Attachment A."**

LIMITATIONS ON HEARING OFFICER ACTIVITIES

While Appointed

A Land Use Hearing Officer shall not hold other appointive or elective office or position in Polk County government. Further, a Land Use Hearing Officer shall not present or assist in the preparation of any land use matter or application before another Land Use Hearing Officer or the Board during his or her term nor shall the Land Use Hearing Officer present or assist in preparation of any land use matter or application requiring administrative approval by Polk County. The firm with which a Land Use Hearing Officer is or was associated with shall not present or assist in the preparation of any land use matter before that Land Use Hearing Officer. **All Land Use Hearing Officers shall be subject to Florida Statutes, Chapter 112, Part III, and submitters are expected to be sufficiently familiar with such restrictions and requirements.**

After Term

Land Use Hearing Officers are, for a period of six (6) months from the date of termination as holder of such office, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Polk County government. The firm with which a Land Use Hearing Officer is or was associated with shall not present or assist in the preparation of any land use matter before that Land Use Hearing Officer. The limitation above shall be for a period of two (2) years if the property was the subject of an application heard by the Land Use Hearing Officer during his or her term.

TERM

The Board shall appoint one (1) or more qualified Hearing Officers. Each Hearing Officer will serve a term of two (2) years, with the option of reappointment at the discretion of the Board. All Hearing Officers serve at the pleasure of the Board and are not employees of Polk County.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the requirements in this RFI. Pages may be either single or double sided.

Interested vendors are requested to provide five (5) complete copies of all documents/materials if submitting hard copy; only one copy of all documents/ materials if submitting proposals electronically via the County's secure electronic submittal website, Kiteworks. As it is anticipated that vendors will submit brochures and marketing information, the County may not be able to copy such material. RFI response should contain the following:

Tab 1, Introduction:

Please provide a copy of your resume behind this tab which shows you meet one of the two Qualifications outlined in this RFI.

- (i) have a degree in law from an accredited American Bar Association law school, be licensed to practice law in the State of Florida, and have a minimum of two (2) years of experience in land use, zoning, or other land use regulatory experience.

OR

- (ii) have a bachelor's degree in planning or other directly related field and a minimum of five (5) years of experience in land use, zoning, or other land use regulatory experience.

Please ensure your resume includes your name, address, phone number and email address.

Tab 2, Experience and Expertise

- Please provide a detailed description of your experience with providing the services as outlined in this RFI. (Maximum of one (1) page either single or double sided)
- Provide a minimum of one (1) and a maximum of three (3) clients, developers, or other land use clients for which you have provided similar size and scope services within the past five (5) years. For each client identified please include:
 - Client name

- Contact person
- Contact's phone number and email address,
- Identify length of time services were performed
- Detailed description of the services provided

(Maximum of one (1) page either single or double sided for each government identified.)

“Attachment A”
(Next Page)

Attachment A**AGREEMENT FOR LAND USE HEARING OFFICER SERVICES**

THIS AGREEMENT is made and entered into effective as of the date last executed (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida (the “County”) and _____, a Florida corporation (the “Law Firm”).

WHEREAS, Section 975 of the Polk County Land Development Code (the “Code”) authorizes the County to appoint qualified land use hearing officers who have the authority to conduct hearings regarding applications for variances and special exceptions, to decide appeals of administrative decisions and determinations, and to perform any other tasks or take any other action authorized by the Code or by resolution of the Board of County Commissioners; and

WHEREAS, _____, is an attorney employed by the Law Firm, and was selected through the County’s procurement process to provide land use hearing officer services (the “Land Use Hearing Officer” or “LUHO”); and

WHEREAS, the LUHO represents that they are an active member of, and in good standing with, the Florida Bar, and does not hold any other elected or appointed office for Polk County; and

WHEREAS, the County desires to contract with the LUHO and their Law Firm for the services as further set forth herein, as such services will inure to the benefit of the citizens of Polk County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the County, the LUHO, and the Law Firm agree as follows:

1. The LUHO is hereby appointed to serve a term of two (2) years beginning January 1, 2026. This Agreement shall expire upon completion of the land use hearing officer services on December 31, 2027. The County or Law Firm may terminate this Agreement without cause upon no less than thirty (30) days prior written notice to the

other party. In the event of such termination, the LUHO shall complete any and all pending orders prior to the termination date set forth in the notice.

2. The LUHO shall faithfully perform the duties set forth in the Polk County Land Development Code. During the term of this Agreement, the LUHO shall not (i) hold any other employment or contractual relationship whatsoever with Polk County, or hold other appointive or elective office or position in government during her term; or (ii) act as an agent or attorney in any proceeding, application or matter in the area of land use planning before any governmental authority of Polk County, involving property which is the subject of an application during the time the LUHO is in office. Further, the LUHO, and the Law Firm and any other firm with which they are or may be associated, is, for a period of one (1) year from the date of termination of this Agreement, expressly prohibited from acting as agent or attorney in any proceeding, application or matter before any commission, board, agent or other office of Polk County government, involving property which was the subject of any application during the time the LUHO was in office.

3. Compensation.

(a) The County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars (\$150) per hour for actual time spent at hearings by the LUHO. Hearings shall mean a hearing set in accordance with the Code, noticed to the public, at which an agenda is followed.

(b) Additionally, the County shall compensate the LUHO through payment to the Law Firm at the rate of one hundred fifty dollars (\$150) per hour, with a cap of three (3) hours per case, for actual time spent by the LUHO for any task completed outside of the hearing date that is germane to the hearing of a case including, without limitation, the review of the case file and staff report, research, site visits, and drafting and issuing written orders. Notwithstanding the above stated cap, the LUHO shall complete all necessary tasks outside of the hearing to finalize orders for cases at no additional cost to the County, unless otherwise

authorized to exceed the above stated cap in writing by the Polk County Land Development Director.

(c) The cap stated in subsection (b) above shall not apply to appeals of Administrative Decisions, Administrative Determinations including Non-Conforming Rights Determinations, and Waivers, all as defined in the Code.

(d) The County shall compensate the LUHO through payment to the Law Firm for the LUHO's attendance at an initial training meeting with County staff to review the Land Development Code at the hourly rate specified in subsection (a) above, not to exceed three (3) hours.

(e) The LUHO and the Law Firm shall not be entitled to claim any reimbursable expenses under this Agreement.

4. The Law Firm agrees to submit billing to the County no later than twenty-one (21) days after each hearing date in which services have been provided by the LUHO. The Law Firm agrees to submit billing to the County that contains a faithful recitation of time spent to the nearest tenth of an hour. The Law Firm agrees to include in billing submitted to the County pursuant to this Agreement, the land development case numbers, the names of the respective property owners, and the hearing date on which services were provided.

5. The Law Firm agrees to maintain a system of bookkeeping and accounting which shall produce an adequate account and record of the services rendered pursuant to this Agreement. The County shall have the right to inspect and audit such books, accounts and records of the Law Firm to determine their accuracy. If the County determines at any time the records of the Law Firm do not allow for a proper audit of the services rendered to County, the County shall have the right to specify additional bookkeeping and accounting requirements which are reasonably necessary for a proper audit, and the Law Firm shall implement same.

6. Billing and invoices shall be submitted to:

ATTENTION: Polk County Land Development Director

P.O. Box 9005, Drawer GM03
Bartow, Florida 33830
Ph.: 863.534.6792

7. To the extent applicable, the LUHO shall be subject to the provisions of Section 112.3145, Florida Statutes, insofar as they relate to local officers. Such financial disclosures shall be filed with the Polk County Supervisor of Elections. The failure to comply with the provisions of this Section shall constitute just cause for immediate removal of the LUHO from office, without regard to the notice provision set forth in Section 1 above.

8. The LUHO shall disqualify themselves from a particular case when it reasonably appears that they have a conflict of interest. When the LUHO disqualifies themselves, the case shall be assigned by the County to another LUHO.

9. The Law Firm shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County. Any purported assignment without the prior written consent of the County will be null and void.

10. This Agreement shall be construed in accordance with the laws of the State of Florida and venue shall lie in Polk County, Florida or in the Federal Middle District of Florida, Tampa Division, as appropriate. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other covenants, conditions or provisions contained herein.

11. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the County and the LUHO or the Law Firm, other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

12. In providing all services pursuant to this Agreement, the LUHO and the Law Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Law Firm, without regard to the notice provision set forth in Section 1 above.

13. Public Records Law

(a) The Law Firm 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 Law Firm 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 Law Firm 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 Law Firm 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 Law Firm 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 Law Firm or keep and maintain public records required by the County to perform the service. If the Law Firm transfers all public records to the County upon completion of this Agreement, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of this Agreement, the Law Firm 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 LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

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

14. This Agreement contains all of the terms and provisions agreed upon by the parties. Any alterations variations, amendments, waivers, or modifications must be in writing and duly executed by the parties.

15. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____

Deputy Clerk

By:

Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

LUHO:

Print Name: _____

Witness #1

Print

Name:

Print Name: _____

Date:

Witness #2

LAW FIRM:

_____, a Florida
corporation

Print Name: _____

By:

Witness #1

Print

Name:

Title:

Print Name: _____

Date:

Witness #2

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFI 25-590 PROJECT NAME: Land Use Hearing Officers

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (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").

THE 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 THE COUNTY.**

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

Company Name: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

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

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFI 25-590, Land Use Hearing Officers

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST: CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE