HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Procurement Division
600 S. Commerce Ave.
Sebring, FL 33870
Designated Contact: Rafael Vazquez, Sr. Procurement Analyst
Main Line: (863) 402-6500
Email: purchase@highlandsfl.gov

REQUEST FOR QUALIFICATIONS
27-002-RDV
Highlands County Storm-Water Master Plan/Watershed Management Plan/Capital Improvement Plan/Base-Flood Elevation Establishment

Pre-Solicitation Meeting:	**None Scheduled for this solicitation**
Location:	**N/A**
Request for Information Deadline:	**Wednesday, October 28, 2026, prior to 5:00 PM**
Submission Deadline:	**Tuesday, November 10, 2026, prior to 4:00PM**

Advertisement Date: Saturday, October 10, 2026
Second Advertised Date: Saturday, October 17, 2026

PROHIBITED SUBMISSION TO THIS SOLICITATION/PROPOSAL/QUOTE. Any party who is in active litigation with Highlands County on the due date for responses to this solicitation/proposal/quote or who has received notice from Highlands County that the party is in breach of a contractual obligation under a contract with Highlands County and where such breach has not been resolved to the satisfaction of Highlands County on the due date for responses to this solicitation/proposal/quote, shall not submit a response to this solicitation/proposal/quote. In the event of a submission by such a party as described hereinabove, the submission shall be considered non-responsible and shall be rejected.

REQUEST FOR QUALIFICATIONS (RFQ) INVITATION

The Board of County Commissioners ("County"), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Procurement Division ("Procurement") for the following services:

RFQ 27-002-RDV **Highlands County Storm-Water Master Plan/Watershed Management Plan/Capital Improvement Plan/Base-Flood Elevation Establishment**

RFQ with criteria, requirements, and other information, may be downloaded from our procurement platform www.bidnetdirect.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

PROPOSAL SUBMISSIONS MUST BE DELIVERED to the Procurement Division, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 4:00 P.M., Tuesday, November 10, 2026**, at which time they will be opened. Proposals received later than the date and time specified will be rejected. Responses may be submitted by one of the following methods:

- Electronic submission to the County's procurement platform, www.bidnetdirect.com. File name is to be in the following format: **27-002-RDV** Proposer Name.

OR

- Hard Copy submission in a sealed and marked package. Affix the supplied "Sealed Solicitation Label" to identify the enclosed response. A hard copy response is to include the following: one (1) original paper copy (signed in blue ink) of the response, and one (1) all-inclusive original, electronic copy (Thumb drive) of the original response. File name is to be in the following format: **27-002-RDV** Proposer Name.

The public is invited to attend meeting(s.) One or more County Commissioners may attend meetings.

Submissions received later than the date and time as specified will be rejected. The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Procurement designated contact, prior to the deadline time and date, listed on the cover page.

The Board's Local Preference Policy ("Local Preference Policy") and the Board's Women/Minority Business Enterprise preference **will NOT** apply to the award of this RFQ. No preference will be used to award this solicitation.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes should contact the ADA Coordinator at: 863-402-6500 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours

in advance to permit coordination of the service.

-The remainder of page intentionally left blank-

SECTION 1 GENERAL TERMS AND CONDITIONS - CCNA

1. DEFINITIONS: For purposes of this Request for Qualifications (RFQ), the following terms are defined as follows:

    1.1. County means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
    1.2. Proposer means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFQ that meets the requirements set forth in the solicitation documents. May also be referred to as “Contractor” Or “Respondent.”
    1.3. Contract/Agreement An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.

2. RESERVATION OF RIGHTS: This RFQ constitutes only an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options:

    2.1. To supplement, amend or otherwise modify this RFQ, and to cancel this RFQ with or without the substitution of another Request for Qualifications (RFQ).
    2.2. To issue additional subsequent RFQs.
    2.3. To reject all incomplete / non-responsive responses, or responses with errors.
    2.4. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this document, the right to seek clarification and/or additional information from any submitting Proposer.
    2.5. The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
    2.6. If the County believes that collusion exists among Proposers, all Proposals will be rejected.
    2.7. Make available to Respondents any data available in the County’s files pertaining to the work to be performed under this RFQ.
    2.8. Decide and dispose of all claims, questions, and disputes arising under this RFQ, continuing contracts, CSAs, and TOAs.
    2.9. Have the right to audit the records of the Respondents that enter into contracts pursuant to this RFQ at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any continuing contract, CSA or TOA.
    2.10. The County, the State and Federal auditors, as applicable, must be reserved the right to audit the records of the awarded Proposer related to this RFQ at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFQ upon request.
    2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in continuing contracts, CSAs, and TOAs.

3. PUBLIC RECORD:

    3.1. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC RECORDS MANAGER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV

3.2. Consultant agrees to comply with public records laws, specifically to:

3.2.1. Keep and maintain public records required by the County to perform the services set forth herein.

3.2.2. Upon request from the County's custodian of public records, 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 Florida Statutes, Chapter 119, or as otherwise provided by law.

3.2.3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the County.

3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the services set forth herein. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

4. DOCUMENTS OR PHOTOGRAPHS:

4.1. The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.

4.2. All reports or documents resulting from the ensuing contract will remain the sole property of the County.

4.3. Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.

4.4. Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.

5. COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

   Compliance with Florida Statutes (F.S.) Sections 287.087, on Drug Free Workplace, F.S. 287.133(2)(a) on Public Entity Crimes, F.S. 287.134 on Discrimination, F.S. 287.135 prohibiting contracting with scrutinized companies, F.S. 287.138 prohibiting contracting with entities of foreign countries, F.S. 787.06 prohibiting coercion for labor or services, and F.S. 448.095, on employment eligibility, is required. The Respondent certifies by submittal of a Proposal to agree to these requirements.

   5.1. Public Entity Crime: Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

   5.1.1. (2)(a) 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 or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   5.2. Discrimination: Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

   (2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

   5.2.1. Discrimination Clause: Pursuant to 49 CFR 26.13(b), the following statement shall be included in all contracts entered into pursuant to this RFQ and all subcontracts between the Respondent and any subconsultant for work under this RFQ:

   5.2.2. “The CONSULTANT, sub recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as the recipient deems appropriate.”

   5.2.3. Respondents acknowledge there shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this RFQ.

   5.3. Forced Labor: Section 287.1341346, Florida Statutes. A person or affiliate who has been placed on the forced labor vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for a period of 365 days after the date the company was placed on the list unless the company is removed from the list.

   5.4. Antitrust Violations: Section 287.137, Florida Statutes. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new

contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

5.5. Truth-in-Negotiation: Section 287.055(5)(a) Truth-in-Negotiation
The firm that receives the award shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The contract for this RFQ shall also contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the County determines was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

5.6. Sales and Use Tax: Highlands County is exempt from State Sales Taxes. (Florida Sales Tax Exempt Cert. No. 85-8013878621C-1). Therefore, the Respondent is prohibited from delineating a separate line item in its proposal for any sales or service taxes. The successful Respondent will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

5.7. County employees or members of a Highlands County employee's family are prohibited from receiving any gift, benefit, and/or profit resulting from any contract or purchase involving the County. Policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than $10.00.

6. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Respondents must disclose the name of any officer, director or agent who is also an employee of the Highlands County, or any of the public entities which will receive services related to this solicitation. All Respondents must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Respondent's business or any of its branches.

6.1. Contractors or their subcontractors shall not enter into any contract, subcontract or arrangement in connection with the agreement or any property included or planned to be included in the agreement in which any member, officer or employee of Highlands County or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to Highlands County, Highlands County, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by Highlands County or the locality relating to such contract, subcontract or arrangement.

7. PROPOSER/RESPONDENT:

7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to practice architecture, engineering, surveying or mapping in the State of Florida.

7.2. Successful Respondents shall <u>not</u> be allowed to substitute partnership or team members named in its response without the prior written permission of the County.

7.3. The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.

7.4. Qualified vendors who will not be responding to this RFQ are requested to notify the County and indicate why they are not proposing.

7.5. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and

intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.

7.6. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability, on the part of the Proposer, to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its proposal and to perform completely in accordance with its proposal. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.

7.7. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFQ, such Proposer may be disqualified from performing the work described in this RFQ or from furnishing the goods or services for which this RFQ is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.

7.8. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFQ, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.

7.9 Litigation, Suspension Or Debarment: Bidder/Proposer must disclose any litigation, suspension or debarment within the last 5 years of the Bidder/Proposer or their agent, person, or entity. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.

7.10 Anti-Lobbying: Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFQ for additional information and clarification.

8. PREPARATION OF PROPOSAL:

8.1. Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.

8.2. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFQ.

8.3. The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.

8.4. Due care and diligence have been exercised in the preparation of this RFQ and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.

8.5. E-mailed and faxed Proposals will not be accepted.

8.6. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.

8.7. Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business certificate, professional license or certification(s.)

8.8. The County is not responsible for correcting any errors or typos made in the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

8.9. Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:
   9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Procurement designated contact prior to the RFI Cut-off time and date listed on the cover page.
   9.2. Any interpretation, clarification, correction or change to this RFQ will be made by written addendum issued by the Procurement Division.
      9.2.1. Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.bidnetdirect.com. Information obtained from other locations may not be complete and/or accurate.
      9.2.2. Any oral or other type of communication concerning this RFQ shall not be binding.
   9.3. All pages included in or attached by reference to this RFQ shall be called and constitute the Request for Qualifications as stated on the front page of this RFQ.
   9.4. It is the sole responsibility of the Proposer to check the website for Addenda.
   9.5. Proposers must acknowledge receipt of Addenda by completing the respective section on the bid/proposal submittal form.
   9.6. In this RFQ the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case-by-case basis, at the discretion of the County. If deemed necessary, the Procurement Division will supplement this RFQ document with Addenda.

10. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.

11. JOINT PROPOSALS:
   11.1. In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFQ.

12. RESPONSES RECEIVED LATE
   12.1. It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Procurement Division prior to or on the time and date stated.
   12.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
   12.3. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

13. SELECTION PROCEDURE:
   13.1. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.

13.2. Award will be made to the Proposers whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFQ. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

14. TIE BREAKER: In case of a tie in scoring, the award will be made as follows:
    14.1. Step 1: The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.
    14.2. Step 2: Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings shall be the higher ranked Proposer.
    14.3. Step 3: Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
    14.4. Step 4: After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
    14.5. When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
    14.6. If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

15. CONTRACT NEGOTIATIONS AND EXECUTION:
    15.1. Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
    15.2. The County reserves the right to award continuing contracts to one or more proposers if it is deemed in the best interest of the County.
    15.3. Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, technical standards and State and Federal law and regulations including, but not limited to, 24 CFR, Part 85, and Section 287.055, Florida Statutes as applicable. Those contracts will include provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.
    15.4. After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.
    15.5. The successful Respondents shall enter into a contract that substantially reflects the requirements of this RFQ and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFQ and the finalized contract and any resulting purchase order entered into pursuant to this RFQ.

16. ISSUANCE OF WORK AND LIMITATIONS:
    16.1. Authorization Of Work:
        16.1.1. Allowable Costs: A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.

16.1.2. Performance Evaluation: A performance evaluation will be conducted upon the completion of the project by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

-The remainder of page intentionally left blank-

SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

1. COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required: The Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFQ in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

2. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: The Consultant shall have and maintain automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

3. WORKERS' COMPENSATION INSURANCE: The Consultant shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

4. PROFESSIONAL LIMITED LIABILITY INSURANCE: The Consultant shall have and maintain professional liability insurance with a limit not less than $2,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFQ.

5. SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:
   - 5.1. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFQ. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFQ. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
     - 5.1.1. Highlands County, a political subdivision of the State of Florida, shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
     - 5.1.2. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or modification of any stipulated insurance.
       - In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFQ, a renewal certificate shall be issued 30-days prior to said expiration date.

- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Procurement Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

5.1.3. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

5.2. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

5.3. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.

5.4. The Consultant shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFQ. The County reserves the right to require Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

-The remainder of page intentionally left blank-

SECTION 3 SPECIAL TERMS AND CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included or are revised in the County's standard General Terms and Conditions or the Scope of Work.

1. PROJECT TERM:

   A written contract must be signed by the Proposer and the County prior to issuance of a purchase order and Notice to Proceed. The initial contract period will be three hundred sixty-five (365) calendar days from date of Notice to Proceed and may be extended for sixty (60) additional days at the sole discretion of the County.

2. BASIS OF AWARD:

   2.1. The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFQ and any other relevant information obtained through the evaluation process.

   2.2. The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

3. SPECIALIZED TASKS:

   3.1. Firm(s) must adhere to applicable funding mandates. The requirements could include, but are not limited to the following, in the current version, as applicable:

      3.1.1. 2 CFR 200

      3.1.2. 49 CFR 26.51; 337.139, F.S;

      3.1.3. Performance evaluations will be conducted on all contracted services.

      3.1.4. Contract Provisions in accordance with 2 CFR § 200.327, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

SECTION 5 SCOPE OF SERVICES

INTRODUCTION

Highlands County (County) is pursuing the creation of a Storm-water Master Plan (SWMP) and Watershed Management Plan (WMP) to support the County's Community Rating System (CRS) Program and to provide the fundamental data required to properly manage the County's Municipal Separate Storm-Sewer System (MS4). The County is currently a CRS Class 8, qualifying the bulk of National Flood Insurance Program (NFIP) flood insurance policy holders to receive a 10% discount on their annual flood insurance premiums. The discount is a direct result of the County's floodplain management practices (for Class 8) that are credited under a multi-tier CRS program. The SWMP/WMP that meets the CRS program requirements will satisfy the CRS criteria for Activity 450 – Stormwater Management, along with strengthening activity 611.b.2.a and -b.3. The development and adoption of the SWMP/WMP should substantially improve the County's ability to significantly increase its CRS rating.

This project affords the County an opportunity to enhance relevant datasets and modernize hydrologic and hydraulic models. The following scope itemizes tasks to be performed by the consultant:

1. The Consultant will utilize the best available datasets and obtain any necessary data for the purpose of developing a Highlands County watershed hydrologic/hydraulic model(s) and SWMP/WMP and related activities.

2. County Code Review

   2.1 County policies, Code, and other related items will be reviewed to ensure they meet the requirements of a CRS Class 7.
   2.2 In addition, the Code will be reviewed to determine the additional elements necessary for each successive class up to (down to) class 4.
   2.3 This review will include stormwater design criteria, floodplain management, relevant land development code/regulations, and applicable Comprehensive Plan Elements.
   2.4 The Consultant must provide a data inventory; inventory shall include the following items:
      2.4.1 Soils, land use, and land cover characteristics (e.g., topography, soil types, impervious surfaces, and land use (including wetlands) – among other datasets).

3. Inventory of the existing drainage system

   3.1 The Consultant will build a Geographic Information System (GIS) based on the known features.

4. The Consultant will refine (and develop where applicable) the H/H model(s) to evaluate a variety of existing and future conditions. The model developed for the Highlands County Watershed will combine the provided and collected Stormwise models (as appropriate) to develop the model schematic of the watershed (nodes, links, and basins).

5. The model(s) will be calibrated and verified.

   5.1 The anticipated model production runs will include:
      5.1.1 Current
         5.1.1.1 10-, 25-, 100-, and 500-year storm events.
      5.1.2 Future (2050 and 2100)
         5.1.2.1 10-, 25-, 100-, and 500-year storm events.

6. Establish the Base Flood Elevation (BFE) in the A flood zone centered on Amelia Avenue, as represented in the west-central portion of FIRM 12055C0119C.

    6.1 File a FEMA Letter of Map Revision

7. Preliminary Capital Improvement Project Review for Avon Park Lakes and the remaining watersheds.

    7.1 Development of 2 alternative conceptual capital improvement projects (CIPs) for Avon Park Lakes (Unit 22)
    7.2 Development of 2-3 alternative conceptual capital improvement projects (CIPs) for Avon Park Lakes (Unit 38)

8. Final SWMP/WMP Document as both a Microsoft Word document and as a PDF (to be submitted to the Insurance Services Office (ISO).

-The remainder of page intentionally left blank-

SECTION 6 RESPONSE FORMAT CRITERIA

1. Submittal

   Each Proposer must fully complete and submit the Proposal Submittal Form found within this RFQ and provide all necessary documentation to fully demonstrate capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or address all criteria or found to be substantially unreliable may, in the sole opinion of the Evaluation Committee and Procurement Manager, be grounds for rejection of the Proposal.

   Proposals should not contain information in excess of that requested, it must be concise, and must specifically address the issues of this RFQ. The responses should be in the same order as the Evaluation Criteria. Proposals are to be printed single-sided, in a minimum 10 font size, all of which are properly indexed and tabbed. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

   Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested.

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

2. Proposal Outline

   Sections and subsections shall correspond in sequence with those identified below and shall be clearly sequentially tabbed. All additional information that a Proposer believes is unique to a section and does not fit the established outline may be included at the end of that section under a subheading "Additional Information." "Additional Information" will count against the maximum number of pages.

3. Presentations, if requested by the evaluation committee after preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite no less than the top three scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interview are scheduled as noted in the solicitation. Notice will be given to the Proposers invited to give presentations. Presentations by Proposer should include the key personnel that will be responsible for the County contract and services. Following the presentations, the shortlisted firms that are presented will be ranked by the committee members.

3. Exclusions From Page Count: The following items are excluded from the maximum page total:
   Maximum Page Count: 100 Pages
   - 4.2. Professional Licenses
   - 4.3. Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system
   - 4.4. Current Certificate(s) of Insurance
   - 4.5. Index Documentation, Sectional Dividers, Front and Back Covers
   - 4.6. Executive Summary, not to exceed three (3) additional pages
   - 4.7. Resumes, not to exceed 2 pages per person
   - 4.8. Certification Forms

4. Evaluation Criteria

Proposers will be scored on the quality of the proposal including clarity and organization of the proposal and its presentation. Each submittal should contain all requested documentation organized in the following manner:

TAB A Introduction of Firm/Executive Summary (Maximum 0 Points)

1. Table of Contents (optional)
2. Letter of Interest
3. Acknowledge by submitting a Letter of Interest the consultant represents that it does not have any professional or personal conflicts of interest.
4. Acknowledge by submitting a Letter or Interest the consultant confirms that no principal (which includes officers, directors or executives) or the firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency.

TAB B Firm Organization (Maximum 10 Points)

1. Illustrate the Respondent's organizational chart as it relates to professional services categories listed in Scope of Services of this RFQ, indicating key personnel and their relationship to project categories, especially the Project Manager.

TAB C Relevant Firm Experience (Maximum 35 Points)

1. Respondent's background, history, and experience for each category of services. List and provide copies of any qualifications.
2. A description of the Respondent's past and current related experience. Consideration will be given to the successful completion of previous projects and their complexity. List six (6) projects which best illustrate the experience of the Respondent and current staff, including partners and members assigned to such project(s). For each relevant project, include the following:

    3.1 Name and Location of project;
    3.2 The nature of the Respondent's responsibility on project;
    3.3 Project Owner's representative's name, address, phone number, and email;
    3.4 Project user agency's representative's name, address, phone number, and email;
    3.5 Date project was completed with original and final schedules;
    3.6 Cost of project (list separately the design cost and construction cost) including original estimate and final cost;
    3.7 Work activities for which Respondent's staff was responsible
    3.8 Present status of project;
    3.9 Size of project
    3.10 Identify any value engineering or cost containment involved in project.
    3.11 Volume Of Past 5-Years with Governmental Entities
    3.12 Single line of information per proposal.
    3.13 Current and Projected Workload versus Capacity
    3.14 Include a statement of the firm's current and projected workload versus capacity

of the firm. Prior to the assignment of work to a contracted firm the County will also consider the firm's workload and capacity to perform the assignment.

TAB D Personnel Training and Experience (Maximum 35 Points)

1. Indicate the general and specific project-related capability, including training and experience, of all the proposed staff and indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, including management, technical, and support staff. Give brief resume of the key person(s) to be assigned responsibilities for projects under this RFQ.
2. Describe the capabilities of Respondent's staff who will provide technical services required for:
   2.1 Change order negotiation;
   2.2 Claims management;
   2.3 Cost control;
   2.4 Cost estimating of the guaranteed maximum price;
   2.5 Constructability analysis;
   2.6 Design;
   2.7 Life cycle cost analysis;
   2.8 Project close out;
   2.9 Quality control (construction);
   2.10 Value engineering;
3. Responses shall include information indicating if the Respondent was not the lead consultant for the projects mentioned, description of actual involvement, percentage of work subcontracted for mentioned projects. Also, project descriptions included in staff resumes should provide some detail of the person's actual involvement with the project.

TAB E Past Performance of Respondent, Including Partners and Team Members (Maximum 15 Points)

1. Provide at least six (6) references from clients of similar contracts performed in the last ten (10) years. Also, include a summary of these references by providing the contact's name, telephone number and e-mail address, project address, describe the scope, cost of the project, and year work was performed.

TAB F Forms and Certifications (Maximum 5 Points)

1. Certification Forms (see TOC for list)
2. Professional Licenses and Certifications
3. Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system
4. Sample Acord Insurance Form or letter from an insurance agent confirming that Proposer is able to obtain the required coverage at the time of contract execution. (required)

TAB G ADDITIONAL INFORMATION AT THE RESPONDENT'S DISCRETION

1. "Additional Information" will count against the maximum number of pages.

-The remainder of page intentionally left blank-

SECTION 7 SELECTION PROCESS AND CRITERIA

1. Responses shall be reviewed by the Evaluation Committee and ranked by the Evaluation Committee based upon the above criteria.
2. Public presentations to the Evaluation Committee may be requested of the Respondents.
3. Each member of the Evaluation Committee shall perform their own independent scoring based upon the criteria herein and the highest ranked firms shall be determined by the order of ranking from highest to lowest score.
4. The Evaluation Committee members have the right to correct any errors that may be made in the evaluation and selection process.
5. The County is not obligated to award contract(s), and the Evaluation Committee members may decide to recommend rejection of all responses.
6. Selection of Respondents shall follow the procedures adopted by the Highlands County Board of County Commissioners and Section 287.055, Florida Statutes.

SECTION 8 SAMPLE EVALUATION SCORE SHEET

Tab	CRITERIA FOR EVALUATION	MAXIMUM POSSIBLE POINTS	EVALUATOR'S SCORE
A	**Introduction of Firm/Executive Summary**	**0**	
B	**Firm Organization**	**25**	
C	**Relevant Firm Experience**	**30**	
D	**Personnel Training and Experience**	**30**	
E	**Past Performance of Respondent, Including Partners and Team Members**	**10**	
F	**Forms and Certifications**	**5**	
G	**Additional Information**	**0**	
	TOTAL MAXIMUM POSSIBLE POINTS	**100**	

SECTION 9 TENTATIVE SCHEDULE

DATE	TIME	EVENT
October 10, 2026		First Advertisement
October 17, 2026		Second Advertisement
None Scheduled		Pre-Proposal Meeting
October 28, 2026	5:00 P.M.	Deadline to submit questions (RFI's)
October 30, 2026		Deadline to release responses by County to RFI's
November 10, 2026	4:00 P.M.	Proposal due date
December 3, 2026	2:00 P.M.	Review/Ranking of Proposals by the Evaluation Committee
December 17, 2026	1:30 P.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
December 18, 2026		Anticipated award date
January 5, 2027		Anticipated contract consideration by the Board,
		Dates are subject to change.

SECTION 10 SAMPLE CONTRACT

The County will negotiate a contract with successful firm.

SECTION 11 CERTIFICATION FORMS

The forms listed below are required to be submitted. Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non- responsive by the County. The list below is meant only as a guide; it is the Contractor's responsibility to review and include all requested and required documentation.

LOCAL COMPLIANCE FORMS
Proposal Form, include acknowledgement of all addenda
Certification, F.S. 287.135 & F.S. 287.087
W-9
Truth in Negotiations Certification
MISCELLANEOUS DOCUMENTATION
Acord Insurance Form (sample copy from proposer)
Statement of "No Bid" Due prior to submission due date and time, if applicable
Sealed Submission Label (affix to outside of hard copy submittal package), if applicable
FEDERAL CONTRACT COMPLIANCE REQUIREMENTS
Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements
Affidavit of Compliance with 2 CFR 200 Requirements
Authorized Signatories/Negotiators
Federal Debarment Certification Form
Schedule of Subcontracting

PROPOSAL SUMBITTAL FORM

SOLICITATION IDENTIFICATION: RFQ 27-002-RDV

SOLICITATION NAME: **Highlands County Storm-Water Master Plan/Watershed Management Plan/Capital Improvement Plan/Base-Flood Elevation Establishment**

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

PROPOSAL SUMBITTAL FORM (Cont.)

1. ACKNOWLEDGEMENT OF ADDENDA Bidder/Proposer represents that:
   - It is the sole responsibility of the bidder/proposer to check the Procurement web-site for any addenda issued for this solicitation.
   - Bidder/Proposer acknowledges they have examined and carefully studied this solicitation and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

2. LITIGATION, SUSPENDED OR DEBARRED Yes ___ / ___No

   Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name	Final Outcome

3. CERTIFICATION: By submitting a 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. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and herby affirm they have read and understand the solicitation requirements.

SUBMITTED ON:		20	
PROPOSER NAME:			
SIGNATURE:			
	Proposer's Authorized Representative		(Seal)
PRINTED NAME:			
TITLE:			

-The remainder of page intentionally left blank-

CERTIFICATION

FLORIDA STATUTE 287.135 & FLORIDA STATUTE 287.087

FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to HIGHLANDS COUNTY by

_____

[Print individual's name and title]

for

_____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____and

whose Federal Employer Identification Number (FEIN) is _____

CERTIFICATION

a. Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Agency also hereby certifies that it is not participating in a boycott of Israel.

b. Bidder hereby certifies that at the time of its Bid the Agency has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

By: _____

(Signature)

_____

(Print Name)

STATE OF _____
COUNTY OF _____

BEFORE ME, personally appeared _____, _____ of _____, who is personally known to me ☐ or who produced as identification _____, and who executed the foregoing instrument and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

_____

Print Name: _____

Notary Public, State of _____

My Commission Expires:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

Requester's name and address (optional)
Board of County Commissioners
590 S Commerce Ave
Sebring, FL 33870

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ► | **Date** ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the County requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the County, whichever is later.

_____

Name of Consultant

By:_____

_____

Date

FEDERAL CONTRACT COMPLIANCE REQUIREMENTS

(In addition to the General Conditions)

To comply with Code of Federal Regulations, Appendix II to Part 200, 2 CFR § 200.318 through 200.324, as applicable.

A. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (2 CFR §200.326 Appendix II to Part 200 (C))
During the performance of the contract, CONTRACTOR shall comply with the Equal Employment Opportunity Clause (41 CFR 60-1.4(b)):

1. *CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
2. *CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*
3. *CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
4. *CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
5. *CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.*
6. *In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
7. *CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.*

B. DAVIS-BACON ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than those in the attached Davis-Bacon Act Wage Rate Table(s) as made by the Secretary of Labor. CONTRACTOR shall pay wages not less than once per week.

C. COPELAND "ANTI-KICKBACK" ACT (2 CFR §200.326 Appendix II to Part 200 (D))

(Applicable only for construction contracts in excess of $2,000.) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.§3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the CONTRACTOR and COUNTY is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The COUNTY must report all suspected or reported violations to the appropriate Federal agency.

8. *CONTRACTOR. The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S. C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.*
9. *Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.*
10. *Breach. A breach of the contract clause above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.*

D. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR §200.326 Appendix II to Part 200 (E)) (40 U.S.C. 3701-3708)

(Not applicable to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.) Contracts in excess of $100,000 that involve the employment of mechanics or laborers shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR and its subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

E. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR §200.326 Appendix II to Part 200 (F))

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business

irms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

F. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (2 CFR §200.326 Appendix II to Part 200 (G))

CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

G. DEBARMENT AND SUSPENSION (2 CFR §200.326 Appendix II to Part 200 (H))

A contract cannot be awarded to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor/CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Vendor/CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. PROCUREMENT OF RECOVERED MATERIALS (2 CFR §200.322)

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (2 CFR §200.321)

Should the CONTRACTOR subcontract any of the work under this Contract, CONTRACTOR shall take the following affirmative steps: place qualified small and minority businesses, women's business enterprises and labor surplus area firms on solicitation lists; assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited whenever they are potential sources; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and labor surplus area firms; establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and labor surplus area firms; as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321 and use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. Their websites and contact information can be found at www.SBA.gov and www.MBDA.gov.

J. ENERGY EFFICIENCY AND CONSERVATION, (42 U.S.C. § 6201).

CONTRACTOR shall comply with the mandatory standards and policies of the Florida Energy Efficiency and Conservation Act issued in compliance with the Energy Policy and Conservation Act

K. BYRD ANTI-LOBBYING AMENDMENT (2 CFR §200.326 Appendix II to Part 200 (I)) Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If not provided with the bid response, Vendor must complete and submit the **Certification Regarding Lobbying Form** within three business days of COUNTY's request.

L. CIVIL RIGHTS COMPLIANCE - Ensure no discrimination on basis of race, color, national origin, disability, age, or sex. Assures compliance with Title VI of the **Civil Rights** Act of 1964.

M. HUAWEI AND ZTE RESTRICTIONS, 2 CFR § 200.216, prohibits award recipients from using federal award funds to "procure or obtain any equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system." Covered telecommunications equipment or services include such items provided by Huawei Technology Company, ZTE Corporation, or any of their many subsidiaries or affiliates. Section 200.471 makes purchases of covered technology unallowable under federal funding.

N. DOMESTIC PREFERENCE, 2 CFR § 200.322. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award**, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States** (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

O. AFFIRMATIVE ACTION, 2 CFR § 200.321. Contractor must take steps and document all necessary affirmative steps to assure that minority business enterprises, women business enterprises and labor surplus area firms, as the funding requires, are used whenever possible and when subcontracts are to be let by the Prime contractor that they are required to follow the affirmative steps in 2 CFR 200.321. Where appropriate, divide requirements into smaller tasks to permit maximum participation.

P. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT, 2 CFR Part 200.216. Contractors are prohibited from obligating or expending loan or grand funds to:

A. Procure or obtain;

B. Extend or renew a contract to procure or obtain; or

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

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

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

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to

be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

-The remainder of page intentionally left blank-

CERTIFICATION REGARDING LOBBYING

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18

(To be submitted with each bid or offer exceeding $100,000)

A. The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **"Byrd Anti-Lobbying Amendment."**

B. If not provided at time of bid submittal, the form must be completed and submitted within three business days of County's request. Vendor hereby certifies the following:

C. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

D. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

E. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (U.S.C.). §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

_____

Signature of Authorized Official on behalf of Vendor

_____

Name and Title of Authorized Official on behalf of Vendor

_____

Name of Vendor

____, 20_____ Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I,_____, in my capacity as_____,
(First and Last Name) (Company Title/Position)

am authorized to sign on behalf of, and fully bind, _____
(Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to,

and affirm, the following:

_____ 1. Qualified small and minority businesses, and women's business enterprises,
(Initial) were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.

_____ 2. The Prime Contractor solicited, and will continue to solicit, small and minority
(Initial) businesses, and women's business enterprises, when they were/are potential sources.

_____ 3. Based on the Prime Contractor's experience and expertise, the total
(Initial) requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

_____ 4. The Prime Contractor has and/or will establish delivery schedules that will
(Initial) encourage participation of small and minority business, and women's business enterprises.

_____ 5. The Prime Contractor has and/or will use the services and assistance, as
(Initial) appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

_____ 6. I understand that if the Prime Contractor fails to submit the documentation
(Initial) required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.

_____ 7. I affirm that all the **documentation attached** to this Affidavit of Compliance
(Initial) reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

_____ _____
Signature Date

_____
Printed Name

_____
Official Title

STATE OF_____)

COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of _____
20___, by_____of_____, a _____
Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

(Seal) _____
Signature Notary Public
Print, Type/Stamp Name of Notary

Personally Known **[ ]** or Produced Identification **[ ]**

Type of Identification Produced:_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____

Telephone Number/Email _____

_____ _____
Signature Date

_____
Title

_____
Name of Business

Type of Organization
_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation
_____ Limited Liability Company _____ Non Profit
Sate Incorporation Document No. _____
Principal Place of Business (Florida Statute Chapter 607) _____
City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : _____

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.* *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

_____

Company Name

_____

Name and Title of Authorized Representative

_____ _____

Signature Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

-Remainder of page intentionally left blank-

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, _____, in my capacity as _____, am authorized to sign on behalf of, and fully bind,
(First and Last Name) (Company Title/Position)

_____(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:
(Company Name)

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor *(attach additional pages as necessary)*	**Address**	**Type of Work to be Performed**	**Percent and dollar amount of Contract Amount to be Subcontracted**

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

_____	_____	_____	_____
SIGNATURE	**PRINTED NAME**	**OFFICIAL TITLE**	**DATE**

STATE OF _____)
COUNTY OF_____)

(Seal)

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ on behalf of the corporation.

Personally Known [ ] or Produced Identification [ ]

Type of Identification Produced:_____

NOTARY

_____
Signature

_____
Printed Name

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a "Sealed Bid/Proposal"



Deliver to: Highlands County Procurement Division
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Rafael Vazquez, Sr. Procurement Analyst
(863) 402-6500

SEALED BID/PROPOSAL DOCUMENTS
• DO NOT OPEN •

SOLICITATION NO.: RFQ 27-002-RDV

SOLICITATION TITLE: **Highlands County Storm-Water Master Plan/Watershed Management Plan/Capital Improvement Plan/Base-Flood Elevation Establishment**

DATE DUE: Tuesday, November 10, 2026

TIME DUE: Prior to: 4:00 PM

SUBMITTED BY: _____
(Name of Company)

_____ _____
e-mail address Telephone

DELIVER TO: Highlands County Board of County Commissioners
Attn: Procurement Division

600 South Commerce Avenue
Sebring, Florida 33870

Note: submissions received after the time and date above will not be accepted.

*Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.

STATEMENT OF NO BID

RFQ 27-002-RDV

Highlands County Storm-Water Master Plan/Watershed Management Plan/Capital Improvement Plan/Base-Flood Elevation Establishment

We, the undersigned, have declined to bid

_____ Specifications too “tight”, i.e., geared toward one brand or manufacturer only

_____ Insufficient time to respond to the Invitation to Bid.

_____ We do not offer this product or services

_____ Unable to meet specifications

_____ Unable to meet Bond requirements

_____ Specifications unclear (explain how)

_____ Unable to meet Insurance requirements

_____ Remove us from your “Bidders List” altogether

_____ Other (specify below)

Remarks:

Company Name: _____

Signature: _____

Telephone: _____

E-Mail: _____

Date: _____