HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Procurement Division
600 S. Commerce Ave.
Sebring, FL 33870
Procurement Main Line: (863) 402-6500
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Direct Line: (863) 402-6500
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REQUEST FOR PROPOSAL (RFP)
27-004-RDV
Avon Park Estates (APE) Right-of-Way Clearing and Vegetation Cleanup

Pre-Solicitation Meeting:	**Thursday, October 29, 2026, at 1:00 PM**
Location:	**505 S. Commerce Ave., 2nd Floor, Sebring, FL. 33870**
Request for Information Deadline:	**Wednesday, November 4, 2026, prior to 5:00 PM**
Submission Deadline:	**Tuesday, November 17, 2026, prior to 3:30PM**

Advertisement Date: Saturday, October 17, 2026
Second Advertised Date: Saturday, October 24, 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 PROPOSAL (RFP)

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:

RFP NO. 27-004-RDV Avon Park Estates (APE) Right-of-Way Clearing and Vegetation Cleanup

RFP 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.

Determination of Proposer's qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

A **MANDATORY PRE-SOLICITATION meeting will be held at 1:00 P.M. on Thursday, October 29, 2026**, at **505 S. Commerce Ave., 2nd Floor, Sebring, FL. 33870, Sebring Florida**. The purpose of this meeting is to provide a forum where the Bidders can familiarize themselves with the Specifications of the Project with County staff. If a Mandatory Pre-Bid is conducted the County will only accept bid submittals from bidders that are represented during the entire pre-bid meeting and are signed in on the sign-in sheet as primary Bidders. Arrival after 1:00 P.M. will be noted on the sign-in sheet, and Bids will not be accepted from Bidders that were late.

PROPOSAL SUBMISSIONS MUST BE DELIVERED to the Procurement Division, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, November 17, 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: **27-004-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: **27-004-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 apply to the award of this RFP.

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.

Board of County Commissioners
Procurement Division
Highlands County, Florida Website**:** www.highlandsfl.gov

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SECTION 1. GENERAL TERMS AND CONDITIONS (Non-CCNA)

1. DEFINITIONS: For the purposes of this Request for Proposal (RFP), 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 RFP 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 RFP 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 RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
    2.2. To issue additional subsequent RFPs.
    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 Proposer any data available in the County's files pertaining to the work to be performed under this RFP.
    2.8. Decide and dispose of all claims, questions, and disputes arising under this RFP, contracts, or amendments.
    2.9. Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP 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 Contract.
    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 RFP 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 RFP upon request.
    2.11. Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

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 INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6832
HCBCCRECORDS@HIGHLANDSFL.GOV

3.2. Proposer 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.

3.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the awarded Proposer or keep and maintain public records required by the County to perform the services set forth herein. If the awarded Proposer transfers all public records to the County upon completion of the contract, the awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Proposer keeps and maintains public records upon completion of the contract, all applicable requirements for retaining public records shall be met. 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. All Proposals shall become the property of the County.

4.2. 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.

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

4.4. 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.

4.5. 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 Proposer 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 RFP and all subcontracts between the Respondent and any subconsultant for work under this RFP:

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 RFP.

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 RFP 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 Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes. The successful Proposer 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 Proposers 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 Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

7. PROPOSER/RESPONDENT:
   7.1. Respondents must be an individual, firm, partnership, corporation, association or other legal entity permitted by law to perform the described task(s) in the State of Florida.
   7.2. Respondent/Prospective Vendor/Prospective Bidder is hereby notified that Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party

is a responsible Respondent/Vendor/Bidder.

7.3. Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County. County may also implement additional requirements in this regard.

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

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

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 RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.

7.8. The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

7.9. 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 RFP for additional information and clarification regarding this RFP.

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 RFP.

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 RFP 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 (W/MBE) certificate, professional license or certification(s.)

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

8.9. If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.

9. REQUEST FOR INFORMATION (RFI)/ADDENDA:

9.1. Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the County 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 RFP 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 procurement platform, 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 RFP shall not be binding.

9.3. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.

9.4. It is the sole responsibility of the Proposer to check the website for Addendums.

9.5. Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.

9.6. In this RFP 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 RFP document with Addendums.

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 RFP.

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 Proposer 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 RFP. 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 Proposer.

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, and 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 Respondent shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

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 each 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.

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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 RFP 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. SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:
   - 4.1. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. 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:
     - 4.1.1. "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."
     - 4.1.2. 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 RFP, 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.
     - 4.1.3. 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.

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

4.3. 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.

4.4. The Proposer 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 RFP. 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.

4.5. Renewal:

4.5.1. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.

4.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Procurement Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

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SECTION 3. SPECIAL CONDITIONS

1. Basis of Award:

   1.1. 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 RFP and any other relevant information obtained through the evaluation process.

   1.2. 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.

2. Term:

The initial term shall be a two (2) year contract, from the Board approval, to conduct assigned study tasks. Upon mutual agreement of the parties, the contract may be renewed for one (1) additional year or through the duration of the project final completion. The Contract will include a thirty (30) day termination for convenience clause for termination by the County.

3. Qualifications:

   3.1. Licensed in the state of Florida for specified work through Department of Business and Professional Regulation, firm/individual registered to do business with Division of Corporations. As proof attach the printout from www.Sunbiz.org for the proposer's tax identification number.

   3.2. Proposer must have been in business under the same name or EIN number for a minimum of three (3) years.

   3.3. Proposer must have a minimum of five (5) years' experience in land clearing services.

-The remainder of page intentionally left blank-

SECTION 4. SCOPE OF WORK

1.0 Introduction/Background:

1.1. Highlands County is soliciting proposals for Right-of-Way Clearing and Vegetation Cleanup for the Avon Park Estates (APE) Special Benefits District. Right-of-way clearing and vegetation cleanup will consist of clearing, grubbing, trimming, and removal of all brush and vegetation within the staked right-of-way limits on the specific streets highlighted in blue on Attachment A."

2.0 Objective

2.1 Clearing and Grubbing: Remove all vegetation, including shallow roots, embedded debris, brush, undesired growth, and shrubbery to a depth of 1 foot below the ground surface. Remove all existing loose surface vegetation and debris. Any brush, limbs, or growth encroaching into the right-of-way from private property or adjacent parcels shall be trimmed, removed, or fully cleared at the right-of-way line to maintain a clean and cleared space as to avoid any vegetation exceeding past the staking/limits. All debris and vegetation must be hauled to a designated legal disposal area or the County landfill, with copies of associated dumping tickets provided to the County project manager. Vegetation and debris can also be finely chipped or mulched on site as approved by the County, provided it does not impede the existing drainage swales or roadway access. Dumping on adjacent properties, easements, or right-of-way is strictly prohibited.

2.2 Tree Removal and Trimming: No whole trees (pine, oak, or like-kind) shall be completely removed. Any vegetation, limbs/branches, or growth extending from the trees shall be trimmed up to a 15’ minimum height in full circumference of the tree. All existing undergrowth within the same area shall be removed.

2.3 All areas disturbed during the vegetation removal process shall be restored to the previous state. Any loose material shall be leveled and graded as to restore the soil to a compact state. No seeding or sodding of the right-of-way is required.

3.0 Secondary Scope of Work **(this shall not be included in bid price)**

A secondary scope of work may be required after completion of the primary work, as determined by the County Project Manager and County staff. This scope of work shall include assessment of the project area to determine if any remaining trees that are impacting roadway accessibility or stormwater drainage function must be removed. This scope of work will be revised and established with an amendment to the Board approved agreement.

-The remainder of page intentionally left blank-

SECTION 5. SUBMISSION PROCESS

1.0 Submittal

Each Proposer must fully complete and submit the Proposal Submittal Form found within this RFP 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 RFP. 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.

2.0 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."

3.0 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 1. Cover Letter / Executive Summary: (0 Points)
(Maximum two (2) pages)

a) This letter must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit the firm's resources (e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship). The letter must indicate the legal status of the Contractor (sole proprietorship, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.

TAB 2. Firm Overview (Maximum 5 Points)

(Maximum four (4) pages)

a) Provide a brief history and description of your firm's business organization and experience as it relates to the requirements of this RFP. Include the location of offices and the number and types of contractors or other relevant professional staff in each office. Include a discussion of the specific expertise and services that distinguish your firm.

TAB 3. Experience and Expertise, Personnel & Technical Resources (Maximum 25 Points)

a) The Contractor shall provide at least three references, within the past five years of clients for whom these requested services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

TAB 4. Proposed Work Plan (Maximum 25 Points)

(Maximum five (5) pages plus the sample schedule),

a) Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal shall contain sufficient detail to convey to members of the evaluation committee the Contractor's knowledge of the subjects and skills necessary to successfully complete the project. The Contractor may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation. The description should include the staffing required, equipment to be used and an estimated number of hours required to complete the scope of work.

b) Provide an inventory list of equipment.

TAB 5. Cost Proposal (Maximum 20 Points)

(Limit response to two (2) pages maximum),

a) The cost proposal shall identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. Submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. All pricing shall be all inclusive to include, but not limited to, licensing, material, travel, mileage, shipping, handling, or delivery, disposal and/or associated fees and incidentals, as applicable. The evaluation process is designed to award this contract not necessarily to the Contractor of least cost, but rather to the Contractor whose proposal best meets the requirements of this RFP.

TAB 6. Personnel (Maximum of 15 points)

a) Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the personnel that would perform contracting services and specifically identify the primary person(s) who will be responsible for managing the relationship with the County.

TAB 7. Local Preference (Maximum of 5 points)

a) Having a physical location within the boundaries of Highlands County for at least twelve (12) months immediately prior to the issuance of the Request for Proposal and holding any business licenses required by the County, and/or the municipalities and employing at least

one (1) full-time Employee, or two (2) part-time Employees whose primary residence is in Highlands County. If the business has no Employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Highlands County.

TAB 8. Women/Minority Business Enterprises (W/MBE) Preference (Maximum of 5 points)

a) Certified minority/women owned business certification as defined by the Florida Small and Minority Business Assistance Act.

TAB 9. Compliance forms and requested documentation. (0 Points)

SECTION 6. EVALUATION PROCESS

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

The County shall appoint an evaluation committee (the "Evaluation Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Evaluation Committee score and/or rank of the Proposals as applicable.

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

5.1 Evaluation Meeting

5.1.I A public meeting will be conducted to allow the Evaluation Committee members to discuss and score each Proposal based on the following evaluation criteria:

Tab 1	Cover Letter & Executive Summary	0 Points
Tab 2	Firm Overview	5 Points
Tab 3	Experience	25 Points
Tab 4	Proposed Work Plan	25 Points
Tab 5	Cost Proposal	20 Points
Tab 6	Personnel	15 Points
Tab 7	Local Preference	5 Points
Tab 8	Women/Minority Business Enterprises (W/MBE) Preference	5 Points
Tab 9	Compliance forms and requested documentation	0 Points
	Total Points	100 Points

5.1.II Evaluation Committee member's total scores will be added together to produce a final score for each Proposal.

5.1.III Procurement will confirm the calculations for the final score for each Proposal.

5.1.IV If the Evaluation Committee elects to interview Proposers based on the final scores, a minimum of three (3) will be selected for presentations/discussions.

5.2 Proposer Interviews (at the discretion of the Evaluation Committee)

5.2.I The Evaluation Committee may conduct interviews. During an interview, selected Proposers shall may be asked to make a presentation describing the key elements of their Proposal and/or address any specific topics the Evaluation Committee may determine necessary.

5.2.II At the conclusion of the interviews Proposals will be ranked, one (1) representing the highest-ranked Proposer. The Evaluation Committee members will then collectively decide the recommend award and start Contract Negotiations with all or selected Proposers starting with the highest-ranked Proposer; and should negotiations fail with the highest ranked Proposer, staff shall end negotiations with the highest ranked Proposer and begin negotiating with the next highest ranked Proposer and so on.

6.0 Tie Breaker: In case of a tie in scoring, the award will be made as follows:

6.1 Step 1: The Proposer that has the highest number of number 1 rankings shall be deemed ranked as the higher Proposer.

6.2 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.

6.3 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.

6.4 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.

6.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

6.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

SECTION 7. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Saturday, October 17, 2026		First Advertisement
Saturday, October 24, 2026		Second Advertisement
Thursday, October 29, 2026	1:00 P.M.	Pre-Proposal Meeting
Wednesday, November 4, 2026	5:00 P.M.	Deadline to submit questions (RFI's)
Friday, November 6, 2026		Deadline to release responses by County to RFI's
Tuesday, November 17, 2026	3:30 P.M.	Proposal due date
Wednesday, December 2, 2026	02:00 P.M.	Review/Ranking of Proposals by the Evaluation Committee
Wednesday, December 16, 2026	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
Friday, December 18, 2026		Anticipated award date
Tuesday, January 5, 2027		Anticipated contract consideration by the Board,
		Dates are subject to change.

SECTION 8. CONTRACT AWARD

1.0 SAMPLE CONTRACT FOR SERVICES

The County will negotiate a contract with successful firm(s).

2.0 CONTRACT NEGOTIATIONS

2.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer.

2.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

2.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners that award a contract to the Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

-The remainder of page intentionally left blank-

SECTION 9. 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
Local Preference Affidavit of Eligibility, if applicable
Women / Minority Business Enterprise Certification, if applicable
W-9
MISCELLANEOUS DOCUMENTATION
Sunbiz.org Print out for Proposer FEI/EIN Number
Acord Insurance Form (sample copy from proposer)
Licenses, Certifications
Five (5) years' experience in land clearing services
Inventory List of Equipment
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

PROPOSAL SUMBITTAL FORM

SOLICITATION IDENTIFICATION: RFP 27-004-RDV
SOLICITATION NAME: **Avon Park Estates (APE) Right-of-Way Clearing and Vegetation Cleanup**

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

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 Offer, the Offeror affirms that the Offer 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. Offeror has not directly or indirectly induced or solicited any other person to submit a false or sham Offer. Offeror has not solicited or induced any person, firm or corporation to refrain from submitting a Offer. Offeror 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 affirms they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

RESPONDENT NAME: _____

SIGNATURE: _____
Offeror'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:

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

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. Contractor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

b. Contractor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

c. Contractor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

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)

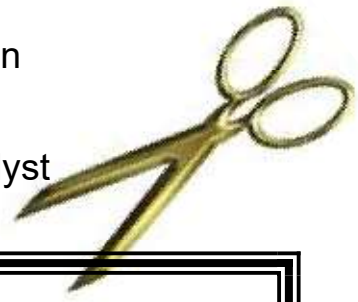
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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.*

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.: RFP 27-004-RDV

SOLICITATION TITLE: **Avon Park Estates (APE) Right-of-Way Clearing and Vegetation Cleanup**

DATE DUE: Tuesday, November 17, 2026

TIME DUE: Prior to: 3:30 PM

SUBMITTED BY: _____

(Name of Company)

e-mail address _____ Telephone _____

DELIVER TO: Highlands County Board of County Commissioners
Attn: Procurement Division, 2nd Floor Attn: Rafael Vazquez

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

RFP 27-004-RDV
Avon Park Estates (APE) Right-of-Way Clearing and Vegetation Cleanup

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: _____

Attachment A

