



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
**Purchasing Department**  
600 S. Commerce Ave.  
Sebring, FL 33870  
(863) 402-6500 Purchasing Main Line  
Purchasing Designated Contact: Kelli Bronson, Purchasing Analyst  
(863) 402-6528, Direct Line  
KBronson@HighlandsFL.Gov

## REQUEST FOR PROPOSAL

### RFP No: 23-040-KSB Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study

- x Pre-Solicitation Meeting: None
  
- ✓ Request for Information Deadline: Wednesday, January 31, 2024, 2023, prior to 5:00 PM
  
- ✓ Submission Deadline: **Tuesday, February 13, 2024, prior to 3:30PM**

Advertised Dates: Saturday, December 30, 2023, and Saturday, January 6, 2024



HIGHLANDS COUNTY  
BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT

**REQUEST FOR PROPOSALS (RFP) 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 Purchasing Department (“Purchasing”) for the following:

**RFP NO. 23-040-KSB Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**

The Board of County Commissioners, Highlands County, Florida, and the Board of County Commissioners sitting as the Board of Supervisors of various Special Benefit Districts of Highlands County, Florida, hereby gives notice that it intends to award an agreement for the work specified in **RFP 23-040-KSB - Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**, and seeks responses for the acquisition of services within the described scope of services.

RFP with criteria, requirements, and other information, may be downloaded from our website: [www.highlandsfl.gov](http://www.highlandsfl.gov) or [www.vendorregistry.com](http://www.vendorregistry.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 PRE-PROPOSAL meeting will NOT be held for this solicitation.

Each submittal shall include one (1) original and three (3) exact paper copies and one (1) exact electronic copy (thumb drive) of the Proposal submission packet.

**PROPOSAL SUBMISSIONS MUST BE DELIVERED** to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., Tuesday, February 13, 2024**, 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 website, [www.highlandsfl.gov](http://www.highlandsfl.gov) linking to [VendorRegistry.com](http://VendorRegistry.com) in one (1) all-inclusive adobe file. **File name is to be in the following format: 23-040 Proposer Name**  
**OR**

· **Hard Copy submission** in a sealed and marked package. Affix the supplied “Sealed Solicitation Label” with the name of the Proposer, solicitation number, and title to the exterior of the package so as to identify the enclosed response. A hard copy response is to include the following: all-inclusive identical paper copies, **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: 23-040 Proposer Name**

RFP NO. 23-040-KSB Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study

The public is invited to attend this meeting.

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 Purchasing designated contact, prior to the deadline time and date, listed on the cover page.

One or more County Commissioners may be in attendance at meetings.

Highlands County encourages Small Business, Minority Business Enterprises and Women Business Enterprises to participate in this solicitation. Highlands County Local Preference Policy will not apply to the award of this bid.

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](mailto: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  
Purchasing Department  
Highlands County, Florida

Website: [www.highlandsfl.gov](http://www.highlandsfl.gov)

*-The remainder of page intentionally left blank-*

## SECTION I. GENERAL TERMS AND CONDITIONS (Non-CCNA)

1. DEFINITIONS: For 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](mailto: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 Sections 287.087, on Drug Free Workplace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 5.1. **Drug Free Workplace:** Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:
- 5.1.1. To qualify for a drug free workplace program, a business shall: Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
  - 5.1.2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
  - 5.1.3. Give each employee engaged in providing the commodities or contractual services a copy of the statement specified in subsection (1).
  - 5.1.4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
  - 5.1.5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
  - 5.1.6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.
- 5.2. **Public Entity Crime:** Section 287.133, Florida Statutes. Public entity crime: denial or revocation of the right to transact business with public entities:
- 5.2.1. (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.
- 5.3. **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.

- 5.3.1. 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:
- 5.3.2. “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.”
- 5.3.3. Respondents acknowledge there shall be no discrimination as to race, sex, color, creed, handicaps, or national origin in the operations conducted under this RFP.
- 5.4. **Scrutinized Companies:** Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:
  - 5.4.1. A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: is on the Scrutinized Companies that Boycott Israel List, created pursuant to s.215.473; or is engaged in a boycott of Israel; (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company: 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant s. 215.473, or 2. Is engaged in business operations in Cuba or Syria.
  - 5.4.2. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company 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. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.
  - 5.4.3. Further, any contract entered into as an agreement pertaining to the fulfillment of the requirements of this RFP is subject to termination as provided in the applicable provisions of Section 286.135, Florida Statutes.
- 5.5. **Contracting with entities of foreign countries of concern prohibited** Foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.
- 5.6. **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.

5.7. **Contingent Fees:** Section 287.055(6) Prohibition Against Contingent Fees

(6)(a) The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of that provision above, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(6)(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided by law.

5.8. **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.

5.9. **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."

5.9.1. *The successful proposer shall indemnify and hold the County harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the County and said successful proposer.*

5.10. **Sales and Use Tax:** The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and



Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.

5.11. **Board policy prohibits** any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board 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 HCBC, 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.

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. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, 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.

7.8. **Suspension Or Debarment:** Disclose any litigation within the last 5 years any suspension or debarment of the Bidder/Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.

7.9. **Anti-Lobbing:** 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.

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.
- 8.10. 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 Purchasing 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 Purchasing Department.
  - 9.2.1. Official documents are posted and available for download on the County's website, [www.highlandsfl.gov](http://www.highlandsfl.gov) and [www.VendorRegistry.com](http://www.VendorRegistry.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 Purchasing 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 Purchasing 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 CSA or TOA by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

17. CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

17.1. **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.

17.2. **Personnel:**

17.2.1. Maintain an adequate staff of qualified personnel.

17.2.2. Not subcontract, assign or transfer any work under any continuing contract, CSA or TOA with the County without the written approval of the County.

17.3. **Standard of Work:**

17.3.1. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.

17.3.2. If, at any time during the contract term, the service performed, or work done by the

Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.

**17.4. Coordination of Work:**

- 17.4.1. Cooperate fully with the County in the scheduling and coordination of all phases of the work.
- 17.4.2. Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.

**17.5. Change in Scope:**

- 17.5.1. Perform any additional work required for a particular change order approved by the County.
- 17.5.2. Have approval from the County in writing prior to commencement of any change order.

**17.6. Complaints:**

- 17.6.1. The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days.
- 17.6.2. Written response to the Purchasing Manager is required.
- 17.6.3. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- 17.6.4. Repeat complaints against the Contractor may result in termination of contract.

**17.7. Assignment of Contract:** The selected Proposer shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given by the County. All matters dealing with these actions must be conducted in written format.

**17.8. ADA Compliance:** The contract will provide that any ADA or work conditions complaints against the Contractor will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

**18. TERMINATION:**

18.1. Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.

- 18.1.1. Stop work on the date and to the extent specified.
- 18.1.2. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- 18.1.3. Transfer all work in process, completed work, and other material related to the terminated work to the County.

18.2. Continue and complete all parts of the work that have not been terminated.

18.3. The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County

reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

*-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 \$3,000,000 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 \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. 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 \$3,000,000 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 RFP.
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 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:
    - 5.1.1. "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" 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 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 Purchasing 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 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.

5.5. Renewal:

5.5.1. 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.

5.5.2. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Highlands County Board of County Commissioners, Attn: County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

*-The remainder of page intentionally left blank-*



### **SECTION 3. SPECIAL CONDITIONS**

1. PROJECT TERM:

1.1. 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.

2. BASIS OF AWARD:

2.1. The County shall award to the most responsive and responsible, qualified Proposer(s) whose Proposal is determined through the evaluation process 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.

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](http://www.Sunbiz.org) for the proposer's tax identification number.

4. FUNDING ACKNOWLEDGEMENT:

4.1. This project or part thereof may be Funded through General Funds and will be governed by OMB Uniform Guidance 2 C.F.R., Part 200 and further defined in the U.S. Treasury Final Rule, April 1, 2022.

4.2. Future funding sources with additional requirements may be implemented as established.

*-The remainder of page intentionally left blank-*

## **SECTION 4. INTRODUCTION/BACKGROUND**

### **1. PURPOSE**

Highlands County is working to create a plan that equitably distributes the costs associated with the population's growth and expansion of the county. The county is seeking to review different revenue sources that will allow the county to keep pace with its growth and maintain the current level of service provided to its residents. The county is looking for a qualified individual or a firm or partnership among firms that can provide one or more studies that meet Florida's statutory requirements for implementing Impact Fees, including but not limited to Mixed Use, Commercial Multifamily and Residential Development, Municipal Service Taxing Units (MSTU), Municipal Service Benefit Units (MSBU), and a list of other revenue generating sources, to be known as the 'Additional Revenue Study' outlining revenue sources not currently being utilized by Highlands County, such as a Business Registration program or the adoption of an additional surtax.

### **2. SCOPE OF WORK**

- 2.1 The Consultant will work with County staff and the County Attorney to collect data and develop additional data required to support County growth and provide a comprehensive study or studies for the County related to Impact Fees, MSTUs & MSBUs, and a list of other revenue-generating sources, to be known as the 'Additional Revenue Study' that can be imposed by local governments in the State of Florida, but that is not currently being imposed by the Highlands County Board of County Commissioners.
- 2.2 Impact Fee, MSBU, and MSTU study areas should include Transportation (Roads), Alternative Multimodal Transportation Methods (Multiuse Paths), Stormwater & Drainage, Parks, Environmental Sensitive Lands, Broadband, Emergency Medical Services (EMS), Fire Services, Law Enforcement, Capitol Projects, Correctional Facilities (Jail), Library Facilities, Educational Facilities (Schools), Public Transportation (Door-to-Door, Fix Route, On-Demand), Childrens Services Trust, Humans Services & Mental Health Programs, County Health Department, Mosquito Control, and Solid Waste.
- 2.3 The Consultant will determine the County's Impact Fees, MSTUs & MSBUs, and Additional Revenue needs based on the proposed facility requirements, costs, and growth-related needs. The Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth.
- 2.4 The Consultant will determine the County's Impact Fees, MSTUs & MSBUs, and Additional Revenue needs based on proposed facility requirements, costs, and growth-related needs, and analysis of the cost associated with bringing current infrastructure deficiencies to modern level of service standards. Consultant may suggest unique areas or separate zones where appropriate and necessary to identify opportunities for additional revenue to accommodate County-wide growth. The consultant should also make a recommendation on which revenue method would be the best to address each study area outlined in 2.2.
- 2.5 The Consultant will calculate Impact Fees, MSTUs & MSBUs, and additional revenue sources to provide for facilities, capital equipment, and infrastructure needed to support growth based on forecasts of new development.

- 2.6 The Consultant shall compare the proposed new fee analysis to both surrounding and comparable counties to ensure reasonableness, consistency, and feasibility.
- 2.7 The Consultant will analyze current and anticipated growth forecasts and the Capital Improvement Plans for the County. The Consultant must provide a determination on if the current and anticipated future growth of the County is proportionately funding the additional infrastructure needed to accommodate it with existing revenue sources. The analysis shall include detailed explanations of the findings and methodologies used to make the determination.
- 2.8 The report should also provide revenue projections for each identified revenue source and recommendations on the cost associated with implementing each new revenue source, such as staffing cost and equipment needed to oversee the source identified. Revenue and cost projections should include cost and revenue projections at year one initial implementation and then at year 5, 10, and 20 post-implementations.
- 2.9 The Consultant shall prepare drafts and final reports to submit to the County containing background information, methodology, findings, and recommendations.
- 2.10 The Consultant shall prepare a single compiled report for all Impact Fees, MSTUs & MSBUs, and additional revenue sources that documents the fee Study or Studies results, including a description of the background information, overall assumptions, approach, and methodology, findings, supporting justification, to defend the fees, recommended fee amount and the calculations that provide the legal nexus between the recommended Impact Fee and new development. The report will include full fee schedule tables showing input data and interim calculation results, and abbreviated fee schedule tables. The Consultant will develop the final Study after review by County Staff.
- 2.11 The Consultant will prepare and submit to County staff a minimum of three (3) drafts and status reports (30%, 60%, and 90% of completion) of the impact fee, MSTUs & MSBUs, and Additional Revenue Study or Studies.
- 2.12 Meetings:
  - 2.12.1 The Consultant shall attend a Kick-off meeting between the Consultant and County Staff to review objectives of each study, agree to methodology, exchange information, timing and schedule for all tasks, and to determine information to be provided by County staff.
  - 2.12.2 The Consultant shall meet, as needed, to review findings with County staff. Consultant will provide information supporting findings to date.
  - 2.12.3 The Consultant shall attend and present the Study or Studies for three (3) public meetings and up to two (2) County Commission meetings.
- 2.13 If the Consultant believes additional tasks are warranted, they must be clearly identified in the Consultant's proposal.
- 2.14 Additional services: If the County identifies any additional services or projects to be provided by the Consultant that are not covered under the agreement that are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant.

3. **INVOICING/COMPENSATION** The County will contract for a flat fee. The fee will be paid in three installments. The first payment is to be made at the start of the project, the second payment after receipt of the 60% report draft, and the final payment after the project's completion. An invoice will be provided that will be paid in accordance with the prompt payment act. The invoice should contain the purchase order number and an itemization of work completed along with the percentage of completion.
4. **INDEPENDENT CONTRACTOR/CONSULTANT.** The awarded Contractor/Consultant acknowledges that it is not an employee or agent of the County but rather is an independent contractor/consultant in all respects and for all purposes.
5. **TRAVEL EXPENSES** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Consultant under the terms of the Agreement will be negotiated and charged upon approval by the County at the current County Policy rates as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>, or as revised therein. No amounts in excess of County Policy rate shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation. If rental vehicle is utilized the mileage is included in the cost and may not be added additionally. Travel to and from Highlands County shall be a cost of doing business.
6. **MODIFICATION** Modifications to this Contract shall only be valid if in writing and duly signed by each of the parties. Any such modifications shall be attached to the original Contract.
7. **ASSIGNMENTS** will be issued via Task orders for work relating to this project to allow for milestone completion dates for each Task.

*-The remainder of page intentionally left blank-*

## **SECTION 5. SUBMISSION PROCESS**

### **5.1 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 11 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.

#### **5.1.1 Hard Copy Submission:** Interested parties are invited to submit in a sealed package to the Purchasing Department:

- One (1) original hardcopy, and
- One (1) exact electronic copy on a thumb drive

Electronic copies:

No macros, audio-start media allowed.

PDF, Word, and Excel, as applicable, are permitted formats.

The submission should be bound and marked with the solicitation number, title and marked with the proposer's name and address. A "Sealed Proposal Label" is enclosed to be affixed to the outside of the submission.

The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed version submitted by the Proposer. If confidential information is included, such information must be in a separate tab, and in the electronic copy second file, marked "Confidential" in the file name. To be considered "Confidential" or exempt the information shall meet the provisions as stated in Florida Statute 119.

**OR**

#### **5.1.2 Electronic Submission:** The Proposal is to be combined into one Adobe PDF document and uploaded to the County website via VendorResistry.com. It is the Proposers responsibility to allow sufficient time to ensure the submission is completed.

The delivery of the response on the specified date and time is solely the responsibility of the proposer. 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 delay caused by any other occurrence. Proposals received after the designated date and time will not be considered.

## 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."

3. **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. Introduction of Firm/Executive Summary (0 Points)**

- Table of Contents (optional)
- Letter of Interest
- Acknowledge by submittal of a Letter of Interest the consultant represents that it does not have any professional or personal conflicts of interest.
- 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.
- Provide office location(s) that will serve this project. If multiple, please designate primary location.

### **TAB 2. Firm Organization and Relevant Firm Experience (Maximum 40 Points)**

Illustrate the Proposers organizational chart as it relates to services listed in Scope of Work of this RFP, indicating key personnel and their relationship to project. Include Proposer background, history, capabilities, resources and experience. List and provide copies of any qualifications.

Proposals will be scored on the capabilities of the Proposer in performing and providing each of the requested services, including experience and resources, understanding of the unique characteristics required for the proposed Scope of Services, internal procedures related to work quality and control, and location and accessibility of team resources. Experience should be related to similar projects with equal or greater scope and complexity which have been performed within the last 10 years.

A description of the Proposer's past and current related experience. With an emphasis on disaster related consulting projects. Based on the Primary Proposer's experience, i.e. the submitting proposer must have served as the Consultant of Record. The Highlands County purchasing department reserves the right to contact and verify previous project performance.

Provide any experience of Federal funded projects.

Consideration will be given to the successful completion of previous projects and their complexity. List three (3), or more, projects which best illustrate the experience of the Proposer and current staff, including partners and members assigned to such project(s).

Highlight the experience for the firm or team with the following types of studies conducted preferably within the last ten (10) years: Impact Fee, MSBU, and MSTU study areas should include Transportation (Roads), Stormwater & Drainage, Parks, Environmental Sensitive Lands, Broadband, Emergency Medical Services (EMS), Fire Services, Law Enforcement, Capitol Projects, Correctional Facilities (Jail), Library Facilities, Educational Facilities (Schools), Childrens Services Trust, Humans Services & Mental Health Programs, County Health Department, Mosquito Control, and Solid Waste. For each relevant project, include the following:

- Name and Location of project.
- The nature of the Proposer's responsibility on project.
- Project Owner's representative's name, address, phone number, and email.
- Date project was completed.
- Cost of project (funds reimbursed)
- Work activities for which Proposer's staff was responsible.
- Present status of project.
- Copy of the report provided, if available.
- Client prepared reference or project evaluation report for each project.

**TAB 3. Project Team Training and Experience (Maximum 30 Points)**

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, support staff and subconsultant firms.

Proposals will be scored on the experience of the individuals and subconsultants to be assigned to the project and performing the work. Experience should be related to projects of a similar nature completed in the last 10 years. The County is highly interested in the experience, role and responsibility of individuals to be assigned to the project.

- Identify the team to be assembled by the Proposer to complete the Scope of Work including biographies and relevant experience on similar projects.
- Identify and include the biography and relevant work experience of the Proposer's Project Manager and their position.
- Identify the Proposer's Staff turnover rate.
- The Consultant shall not substitute any person or persons identified in this section or any County approved replacement without written permission of the County Project Manager.
- Describe in-house capabilities of the Proposer's staff to provide the services described in the scope of work.

**TAB 4. Demonstrate understanding of scope of work and thoroughness of proposal (Maximum 30 Points)**

Proposals will be scored based on the presented detail and understanding of the project, an example of a proposed schedule to complete the scope of work, the thoroughness of the approach to the necessary tasks and how well the approach will meet the objectives of the project. Highlight the following, but not limited to, Impact Fee, MSBU, and MSTU study areas should include Transportation (Roads), Stormwater & Drainage, Parks,

Environmental Sensitive Lands, Broadband, Emergency Medical Services (EMS), Fire Services, Law Enforcement, Capitol Projects, Correctional Facilities (Jail), Library Facilities, Educational Facilities (Schools), Childrens Services Trust, Humans Services & Mental Health Programs, County Health Department, Mosquito Control, and Solid Waste.

Current capacity to perform the work and ability to succeed under stated time restraints should be clearly stated.

The Proposer should elaborate on their ideas and abilities to help complete the scope of work in an efficient and timely manner.

Describe the firms' approach to project management, plan, ability and commitment to be present and proactive to complete each study task. How sub-consultants/firms are selected.

Describe what will be done in-house and what will be done by sub-consultants/firms.

**TAB 5. Forms and Certifications**

**(Maximum of 0 points)**

***The list of forms below is meant only as a guide. It is the Proposer's responsibility to review and include all requested and required documentation.***

- Certification Forms
- Professional Licenses and Certifications
- Proof of enrollment in the U.S. Department of Homeland Security's E-Verify system
- Sunbiz.org print-out that shows officers, FEI/EIN Number, state of incorporation, status, and date filed.
- 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.
- Federal Forms

*-The remainder of page intentionally left blank-*



## 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:

### 6.1 Evaluation Meeting

6.1.1 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                                | Introductions of Firm/Executive Summary                       | 0 Points   |
| Tab 2                                | Firm Organization and Relevant Firm Experience                | 40 Points  |
| Tab 3                                | Project Team Training and Experience                          | 30 Points  |
| Tab 4                                | Demonstrate Understanding of SOW and Thoroughness of Proposal | 30 Points  |
| Tab 5                                | Forms and Certifications                                      |            |
| <b>TOTAL MAXIMUM POSSIBLE POINTS</b> |   | <b>100</b> |

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

6.1.3 Procurement will confirm the calculations for the final score for each Proposal.

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

### 6.2 Proposer Interviews (at the discretion of the Evaluation Committee)

6.2.1 The Evaluation Committee may conduct interviews. During an interview, selected Proposers 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.

6.3. 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.

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

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

6.4.2 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.

- 6.4.3 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.
- 6.4.4. 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, December 30, 2023 |           | First Advertisement  |
| Saturday, January 6, 2024   |           | Second Advertisement   |
| N/A                         |           | Pre-Proposal Meeting   |
| Wednesday, January 31, 2024 | 5:00 P.M. | Deadline to submit questions (RFI's)   |
| Tuesday, February 13, 2024  | 3:30 P.M. | Proposal due date  |
| Thursday, March 7, 2024     | 1:30 P.M. | *Review/Ranking of Proposals by the Evaluation Committee   |
| Wednesday, March 27, 2024   | 1:30 P.M. | *Presentations / Interviews (at the discretion of the Evaluation Committee)  |
| Tuesday, April 2, 2024      |           | Anticipated award date   |
| Tuesday, May 7, 2024        |           | Anticipated contract consideration by the Board,   |
|                             |           | <i>Dates are subject to change.</i>  |
|                             |           | <i>*Evaluation meetings to be held in the Engineering Dept, 505 S. Commerce Ave, 2<sup>nd</sup> Floor, Sebring, FL 33870</i> |

**SECTION 8 CONTRACT AWARD**

**8.1. SAMPLE CONTRACT FOR SERVICES**

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

**8.2. CONTRACT NEGOTIATIONS**

- 8.2.1 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.
- 8.2.2. 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.
- 8.2.3. 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.

**SECTION 9 CERTIFICATION FORMS**

*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. Any form not applicable is to be returned marked “N/A”*

*The list of forms below is meant only as a guide. It is the Proposer’s responsibility to review and include all requested and required documentation.*

| Forms  | circle one |    |
|--|------------|----|
| <b>CERTIFICATION FORMS</b>   |            |    |
| Proposal Form, include acknowledgement of all addenda, signed  | YES        | NO |
| Drug-Free Workplace Certification  | YES        | NO |
| Public Entity Crimes Sworn Statement   | YES        | NO |
| Discrimination Certification   | YES        | NO |
| Scrutinized Companies Certification  | YES        | NO |
| Contracting with entities of foreign countries F.S. 287.138  | YES        | NO |
| E Verify Certification   | YES        | NO |
| <b>FEDERAL CONTRACT COMPLIANCE REQUIREMENTS</b>  |            |    |
| Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements   | YES        | NO |
| Affidavit of Compliance with 2 CFR 200 Requirements  | YES        | NO |
| Authorized Signatories/Negotiators   | YES        | NO |
| Federal Debarment Certification Form   | YES        | NO |
| Schedule of Subcontracting   | YES        | NO |
| <b>REQUESTED DOCUMENTATION</b>   |            |    |
| Sunbiz.org Print out for Proposer FEI/EIN Number   | YES        | NO |
| Acord Insurance Form (sample copy from proposer)   | YES        | NO |
| Women / Minority Business Enterprise Certification   | YES        | NO |
| Reviewed Tabs 1-5 to ensure all requested information has been provided.   | YES        | NO |
| Licenses, Certifications   | YES        | NO |
| One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive, of the Submission package. <b>OR</b> Upload one (1) all-inclusive adobe file of the Submission package to the County Website via Vendor Registry. File Name “23-040 Proposer name” | YES        | NO |
| Sealed Submittal Label (affix to outside of hardcopy submittal package, only as applicable)  | YES        | NO |
| Statement of No Bid, only as applicable  | YES        | NO |

PROPOSAL SUBMITTAL FORM



**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

SOLICITATION IDENTIFICATION: **RFP 23-040-KSB**  
 SOLICITATION NAME: **Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**

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

**ACKNOWLEDGEMENT OF ADENDA** Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP 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 |
|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
|                |             |                |             |                |             |                |             |

**LITIGATION, SUSPENDED OR DEBARRED** Yes \_\_\_ / \_\_\_ No Provide the entity name and final outcome: (attach additional pages if necessary)

| Entity Name | Final Outcome |
|-------------|---------------|
|             |               |
|             |               |
|             |               |

**PROPOSAL FORM**

**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 hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: \_\_\_\_\_ 20 \_\_\_\_\_

PROPOSER NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ (Seal)  
Proposer's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

*-The remainder of page intentionally left blank-*

DRUG FREE WORKPLACE FORM

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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 \_\_\_\_\_ (hereinafter referred to  
as "Bidder")

2. CERTIFICATION

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

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES

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

STATE OF FLORIDA                    } ss

COUNTY OF \_\_\_\_\_ }

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_(name of bidder or contractor), is  
\_\_\_\_\_

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

***(Draw a line through paragraph 5 if paragraph 6 below applies.)***

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is  
\_\_\_\_\_.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

***(Draw a line through paragraph 6 if paragraph 5 above applies.)***

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

On \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn and subscribed before me in the State and County first mentioned above on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)



DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES

DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by [Redacted]

[Print individual's name and title]

for [Redacted]

[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 \_\_\_\_\_ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list by the Department of Management Services.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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 \_\_\_\_\_ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of \_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced \_\_\_\_\_ as identification [ ].

(AFFIX NOTARY SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



E-VERIFY FORM

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE  
BUREAU'S E-VERIFY PROGRAM**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

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 \_\_\_\_\_ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and  
Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or  
continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: \_\_\_\_\_

**THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing Certification was sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_, the duly authorized officer of  
\_\_\_\_\_, on its behalf, who is either personally known to me [ ] or has produced  
\_\_\_\_\_ as identification [ ].

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(AFFIX NOTARY SEAL)

Notary Public, State of \_\_\_\_\_

## 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)) **NOT APPLICABLE**

(Applicable only for ARPA construction contracts over \$10 million) 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

firms 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](http://www.SBA.gov) and [www.MBDA.gov](http://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.



**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:

- \_\_\_\_\_  
(Initial) 1. 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.
- \_\_\_\_\_  
(Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- \_\_\_\_\_  
(Initial) 3. 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.
- \_\_\_\_\_  
(Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- \_\_\_\_\_  
(Initial) 5. 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.
- \_\_\_\_\_  
(Initial) 6. I understand that if the Prime Contractor fails to submit the documentation 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.
- \_\_\_\_\_  
(Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance 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

State 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<br><i>(attach additional pages as necessary)</i> | 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.**

|                   |   |  |                    |
|-------------------|---|--|--------------------|
|                   |   |  |                    |
| <b>SIGNATURE</b>  | <b>PRINTED NAME</b>   | <b>OFFICIAL TITLE</b>                                    | <b>DATE</b>        |
| STATE OF _____ )  |   | The foregoing instrument was acknowledged before me this |                    |
| COUNTY OF _____ ) |   | _____ day of _____, 20____, by _____                     |                    |
| (Seal)            | on behalf of the corporation.   |  | NOTARY             |
|                   | Personally Known [ <input type="checkbox"/> ] or Produced Identification [ <input type="checkbox"/> ] |  | Signature _____    |
|                   | Type of Identification Produced: _____  |  | 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.**

Sealed Submission Label – Use if Bid submittal is by postal mail or any special delivery mail. Labeling not required for electronically submitted bids that are uploaded into Vendor Registry.

Cut along the outer border and affix this label to your sealed submission envelope to identify it as a **“SEALED BID/PROPOSAL.”**

**Deliver to:** Highlands County Purchasing Department  
600 S. Commerce Avenue, 2<sup>nd</sup> Floor  
Sebring, Florida, 33870

**Contact Information:** Kelli Bronson, Purchasing Analyst  
KBronson@HighlandsFL.Gov  
(863) 402-6528

**PLEASE PRINT CLEARLY:**



**SEALED BID/PROPOSAL DOCUMENTS**  
**• DO NOT OPEN •**

SOLICITATION NO.: **RFP 23-040-KSB**

SOLICITATION TITLE: **Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**

DATE DUE: **Tuesday, February 13, 2024**

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:  
Purchasing Department, 2<sup>nd</sup> Floor  
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

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:** \_\_\_\_\_