



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 22-001

The Highlands County Board of County Commissioners (HCBCC, County) is seeking quotations for the following products and/or services:

Lawn Care, Landscaping and Maintenance Irrigation for Placid Lakes Special Benefit District

GENERAL INFORMATION:

- | | | |
|-----|---------------------------------|---|
| 1.1 | Requesting/End-User Department: | <u>NAV</u> |
| 1.2 | Project Manager: | <u>Karen Lepera</u> |
| 1.3 | Submittal deadline: | <u>4 P.M. on 10/07/2021</u> |
| 1.4 | Submit via: | <u>Email to bgunn@highlandsfl.gov</u> |
| 1.5 | Contact for questions: | <u>Brandon Gunn (863-402-6526 or
bgunn@highlandsfl.gov)</u> |
| 1.6 | License requirement: | <u>*Florida Irrigation Contractor License <u>or</u> Highlands
County Contractor Registration in Irrigation Sprinkler</u> |
| 1.7 | Insurance requirements: | <u>Vendors may submit a certificate of insurance (Acord
form showing the Highlands County Board of County
Commissioners as the certificate holder) with their
response to this Request or may submit with that
Response a letter from a licensed insurance agent
confirming that the vendor can be insured for the
amounts required by paragraph 2.11 of this Request
upon award. The awarded vendor must supply a
certificate of insurance (Acord form showing the
Highlands County Board of County Commissioners as
Additionally Insured) for the work to be performed or
goods to be delivered pursuant to the purchase order
issued pursuant to this Request before that purchase
order will be issued.</u> |

2. GENERAL TERMS AND CONDITIONS:

By submitting a response to this Request for a FWQ, the vendor agrees to the following requirements, which shall be included in any purchase order issued pursuant to this Request:

- 2.1 The vendor shall hold all licenses and certifications and comply with all laws, ordinances, and regulations applicable to the work required to perform this purchase order. Any of the vendor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or vendor resulting from vendor's failure to obtain and maintain required licenses and certifications shall be borne by vendor. All fees, permits, certifications, and licenses are the responsibility of the vendor and are included in the quoted price.

- 2.2 All reports, specifications, documents, plans, analyses, and other data and work product developed by vendor under this purchase order shall be delivered to County at any time upon its request and shall become the property of County upon payment of the agreed upon price without restrictions or limitations.
- 2.3 The vendor shall coordinate with the Requesting/User Department prior to commencing any and all work required to perform this purchase order.
- 2.4 Unless otherwise provided in this purchase order, upon satisfactory completion and delivery of all work or goods to the County pursuant to this purchase order, the County shall pay the amount of the purchase order to the vendor in accordance with Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes. Satisfactory completion shall be determined by Project Manager.
- 2.5 If any litigation is commenced between the parties concerning the work to be performed or goods to be delivered pursuant to this purchase order or the parties' respective rights and duties under this purchase order, the prevailing party may recover reasonable attorney's fees and costs of litigation, in addition to other relief granted. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this purchase order shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.
- 2.6 No delay or failure by either party to exercise any right, and no partial or single exercise of any right, shall constitute a waiver of that or any other right.
- 2.7 Rights and obligations shall be construed in accordance with and governed by the laws of the State of Florida.
- 2.8 Failure of the vendor to comply with the requirements of this purchase order shall constitute a breach of contract. A purchase order may be issued to the vendor that submitted the next lowest/available FWQ with the difference in price being paid by the vendor issued this purchase order.
- 2.9 The vendor shall not assign, transfer, convey, sublet or sell any portion of this purchase order or the performance thereof unless written consent is given, in advance, by the Project Manager.
- 2.10 The vendor shall be responsible for disposal of all material requiring disposal and shall show proof of disposal at an authorized landfill prior to submitting an invoice or other request for payment, if applicable.
- 2.11 Until final payment is received by the vendor from the County pursuant to this purchase order, the vendor shall maintain in force and effect the following insurance for the work to be performed or goods to be delivered pursuant to this purchase order:
 - (a) Workers' Compensation – coverage must meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include Employer Liability with a limit \$1,000,000 for each accident.
 - (b) Commercial General Liability - coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for:

* Premises/Operations

* Products/Completed Operations

* Broad Form Contractual Liability

* Independent Contractors

- (c) Business Auto Liability, if applicable - coverage shall provide minimum limits of liability of \$500,000 combined single limit per occurrence for bodily injury and property damage, including coverage for liability arising out of any auto, including owned, hired, and non-owned autos.
- 2.12 The vendor shall deliver a completed W-9 form to the County, within ten (10) days after the purchase order is issued, unless it already done so.
- 2.13 The vendor shall be prepared to start providing services within the time stated in this purchase order. Failure to complete the work or deliver goods as scheduled may result in written notice to the vendor terminating its right to proceed. Should the vendor be unable to complete the services or deliver the goods within the scheduled time, the County may use the services or goods provided by another vendor. The difference in the contracted price for the services or delivery of the goods and that paid the new vendor for the services or goods shall be charged to and paid by vendor to whom this purchase order was issued by set-off against any amount owed by the County to that vendor or, if none, shall be paid by that vendor to the County within twenty (20) days after being invoiced by the County.
- 2.14 The County is a political subdivision of the State of Florida and is not subject to federal excise tax or state sales or use tax. The vendor shall not add taxes of any kind to the cost of services or goods or invoice to or collect from the County any federal excise tax or state sales or use tax.
- 2.15 If by providing services to the County pursuant to this purchase order the vendor is a contractor, as defined by Section 119.0701, Florida Statutes, the vendor shall:
 - (a) Keep and maintain public records required by the County to perform the services.
 - (b) Upon request of 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 the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this contract and following competition of this contract if vendor does not transfer the records to the County.
 - (d) Upon competition of performance of services required by this purchase order, transfer to the County, at no cost, all public records in possession of vendor or keep and maintain public records required by the County to perform the services. If the vendor transfers all public records to the County upon competition of the performance of services required by this purchase order, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of performance of services required by this purchase order, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 2.16 This quote is requested for a twelve (12) month period from the date of the award. Prices must remain firm for this period. However, upon mutual agreement of the parties, this award may be automatically extended for a period of three (3) additional one year terms, at the same pricing. Services may be terminated with a 30 day notice.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

3. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS

The Highlands County Board of County Commissioners NAV department is seeking a vendor to perform the following services at Placid Lakes Special Benefit District – (see maps of location sites on "Appendix A"):

1. Mowing at a height that meets the standards for the areas and will be trimmed to coincide with mowing; Total of approximately 23 acres of mowing area.
2. Weed eating and/or edging around fencing, signs, concrete areas, sidewalks, parking area, playground and dock area to trim or remove vegetation but be aesthetically pleasing;
3. Blow off all concrete, sidewalks (walking areas) and roadways; remove vegetation growing between two concrete areas within mowing locations; i.e. sidewalks, etc.;
4. Trim hedges and shrubbery to be aesthetically pleasing;
5. Trim vegetation so it is not touching or leaning on fences and/or roofs (ex. Fence behind Pavilion #1);
6. Trim tree branches so there is a 10' clearance over the parking area and so the branches are not touching or leaning on any building or roof. (ex. Tree next to Community Center);
7. Trim branches and hedges so there is a 2' clearance of any stop sign or road sign.
8. Pick up and haul away any debris and trash; including behind Pavilion #1 at Tobler Park;
9. Fertilize all grass mowing areas;
10. Replace sprinkler heads as needed;
11. Ensure pipe(s) in ditch in front of Lake August Boat Ramp are free from debris including grass, dirt, etc. to allow water flow

Note: Tobler Park, Community Center, and Lake August Boat Ramp areas have white fence posts marking boundaries. Lawnmower tires must not make contact with these white posts. If you do accidentally mark the posts they must be cleaned after the mowing

SCHEDULE:

- Lawncare to be completed every week during April through September **AND** every other week during October through March.
- Lawncare day must be on either Thursday or Friday.
- Fertilizing to be completed December, March, June and September (include date(s) of service on invoice)
- Irrigation Inspection to be conducted during first service each month (include date(s) of service on invoice)

The NAV department must be notified each time the park has been serviced or in any case the park is not able to be serviced. Contact: NAV@highlandsfl.gov or (863)991-0129.

FLOWERBED LOCATIONS:

- Entrance at Catfish Creek Road, in front of 501 Catfish Creek Rd.
- Entrance located at Washington Boulevard N.E. at intersection of Washington Blvd. and Placid View Drive.
- In front of and around Placid Lakes Community Center at 2010 Placid Lakes Blvd.
- Island Parkway Estates at intersection of Placid Lakes Blvd. and Island Pkwy N.E.

FLOWERBED SPECIFICATIONS & SCHEDULE:

1. Remove weeds in the Flower Beds and trim all hedges, shrubs, at least twice a month; ensure there are at least 14 days between each service;
2. Trim hedges so there is a 6" clearance around flowerbed lighting;
3. Blow off or sweep road, sidewalk, parking area near flowerbed area to ensure mulch and/or dirt does not accumulate and mulch is in bed and not on surrounding area (ex. on road outside curbing area);
4. Install 3" of new like color mulch in March and October in all flower bed areas; provide before and after pictures with invoice; Ensure mulch surrounds the bottom of the plants and is not left covering the plants;
5. Removal of any debris including dead limbs, plants, trash, etc. in flower beds;
6. Vendor must notify the NAV Department immediately of any dead plants and sprinkler issues and receive approval prior to replacement/major repairs;
7. Replace dead plants;
8. Maintenance and replacement of sprinkler heads in all areas of the Flower Bed locations.
9. Replacement plants and sprinkler heads are provided by the County.

IRRIGATION INSPECTION & SERVICES (LAWN & FLOWERBED LOCATIONS:

- Monthly inspection covers time clock check and property check for watering irregularities.
- Full operational start and check diagnostics. This includes a per zone check to determine, time, coverage and/or missed functions according to the Schedule of Monthly of Services. This will require the system be turned on for a period of time and a walk around or drive around to inspect each sprinkler location to be sure they are functioning properly.
- Should there be a small minor repair to sprinkler mist head or screw on head the Contractor shall make the repairs. Parts used will be replaced by the NAV Department. The Contractor must provide a complete description of the parts needed to replace the Contractor's parts used in the repair. The vendor must provide the labor.
- Should an irrigation system problem be a repair beyond the replacement of a sprinkler head, the contact persons must be notified with an estimated cost to do the repair. Vendor should send pictures to NAV@hcbcc.org along with a description of where the repair is needed.

All irrigation systems must be in full accordance with the irrigation times established by the Southwest Florida Water Management District and/or Highlands County if a greater restriction is required.

1	Community Center (2010 Placid Lakes Boulevard)	
	<u>Zone</u>	<u>Number of Irrigation Heads, Etc.</u>
	1	Approximately 40 Rotors around building
	2	Front street south of building - 7 rotors
	3	Back street - 7 rotors
	4	Rotors and some 180 degree heads
	5	Back yard - 7 rotors
	6	Front - 6 rotors plus misters in flower bed
	7	8 rotors
	Total Zones	7 There are approximately 89 plus those that need very little work. Be sure heads are NOT spraying on building.
2	Island Parkway (Placid Lakes Boulevard)	
	1	24 heads Rotors including front flower bed
	Total Zones	3
3	Washington Boulevard (South entrance - Placid Lakes)	
	1	16 fixed area spray (majority) - North end
	2	29 including flower bed
	Total Zones	2
4	Tobler Park (501 Catfish Creek Rd)	
	1	9 Rotors
	2	9 Rotors
	3	9 Rotors
	4	9 Rotors
	5	<u>9 Rotors</u>
	Total Zones	5 Total of approximately 45 Hunter rotors

4. FORMS

(a) Price sheet

(b) Local Preference Affidavit

The Local Preference Policy can be viewed on the County's website:

http://hcbcc.net/departments/office_of_administrative_services/general_services_purchasing/index.php

(c) Women/Minority Business Enterprise Certification

(If applicable)

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FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 22-001

VENDOR NAME: _____

(The name entered here will be used to confirm the number of years in business on the Florida Department of State, Division of Corporation's website (sunbiz.org). Please print the exact name of your business entity as it appears on its annual report filed with the Department of State or, if none, your name.)

ADDRESS: _____

PHONE NUMBER: _____

FEIN or SOCIAL SECURITY NUMBER: _____

EMAIL: _____

DOCUMENTATION INCLUDED (Check if included):

W-9 FORM ☐

ACCORD LIABILITY INSURANCE ☐
or CONFIRMATION LETTER

(See Item 2.8 of the GENERAL Terms and Conditions for the required minimum coverage)

LOCAL PREFERENCE AFFIDAVIT ☐
(If applicable)

WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION ☐
(If applicable)

COPY OF LICENSE OR CERTIFICATION ☐
(*REQUIRED)

Quote per month Lawn Service \$ _____

Quote for monthly Flowerbed Service \$ _____

Hourly Labor Rate for misc. repairs/ plant replacement \$ _____

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 22-001.

AUTHORIZED REPRESENTATIVE'S SIGNATURE: _____

AUTHORIZED REPRESENTATIVE'S NAME (Print): _____

AUTHORIZED REPRESENTATIVE'S TITLE (Print): _____

THIS "OFFICIAL" FORMS MUST BE COMPLETED AND USED IN SUBMITTING YOUR WRITTEN QUOTE. THE BOARD RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL WRITTEN QUOTES OR ANY PARTS THEREOF.

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

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
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

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

YES _____ NO _____

- B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

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

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

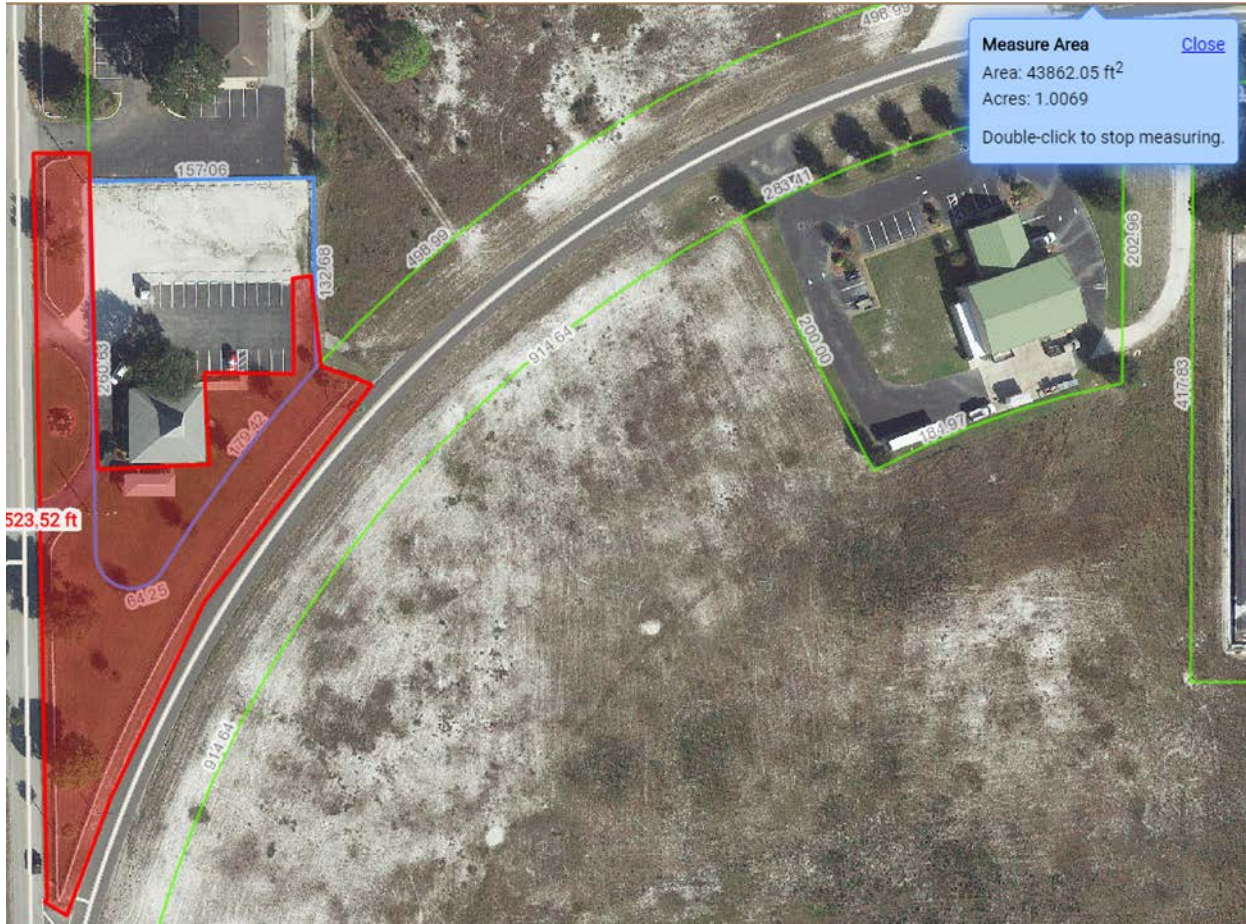
SEAL

Commission Expiration Date

"APPENDIX A"

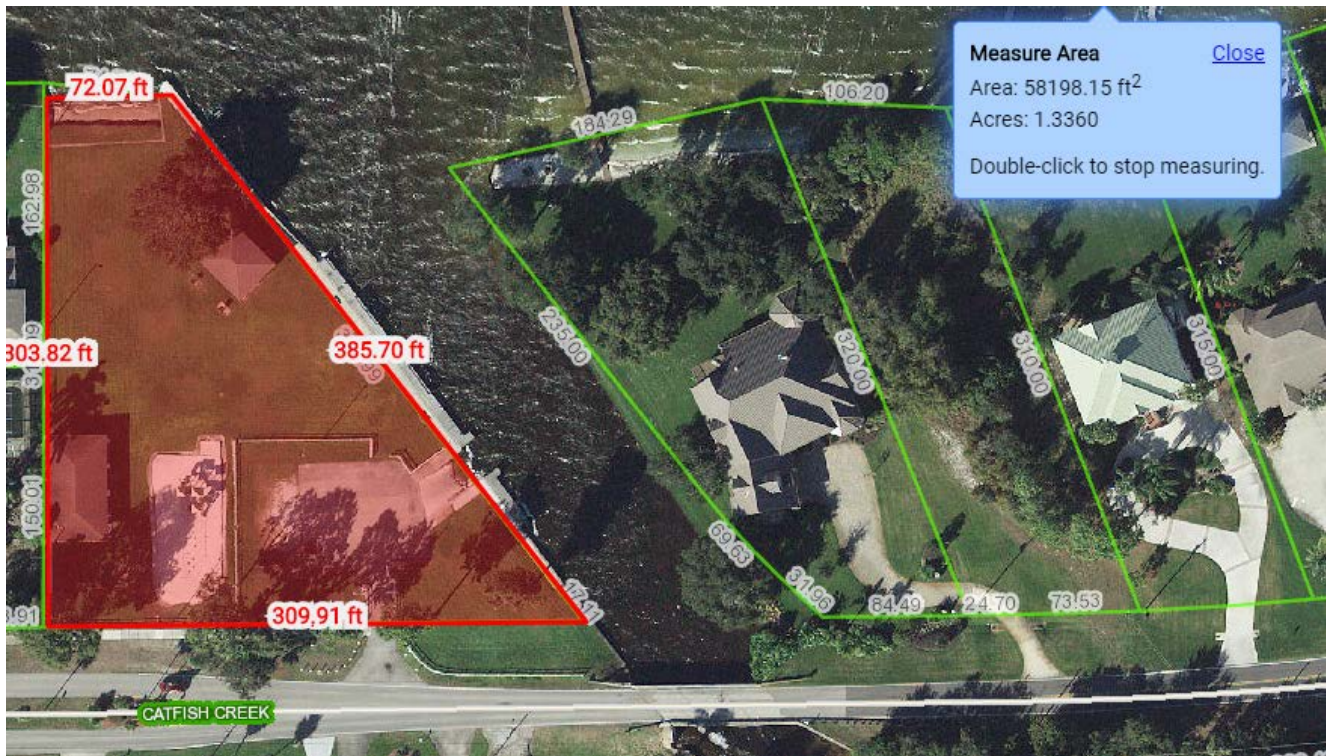
Service Maps

Placid Lakes Community Center to include side lot from the south side of convenience store parking lot South to Washington Boulevard everything within the street boundaries where the white fence exists.

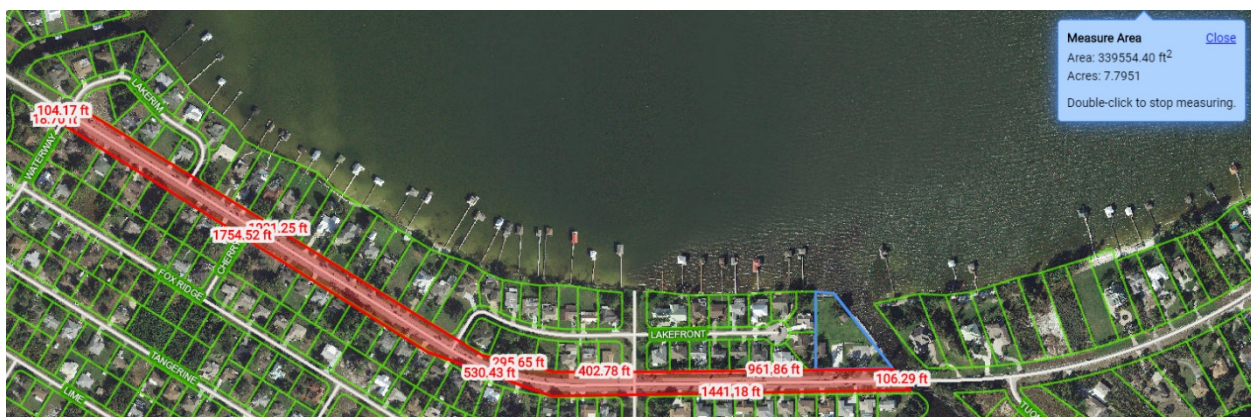


Tobler Park and Boat Ramp; from fence on west side of pavilion to canal and from street North to the lake water, mow grass and edge sidewalks. (285 ft. long X 234 ft.)

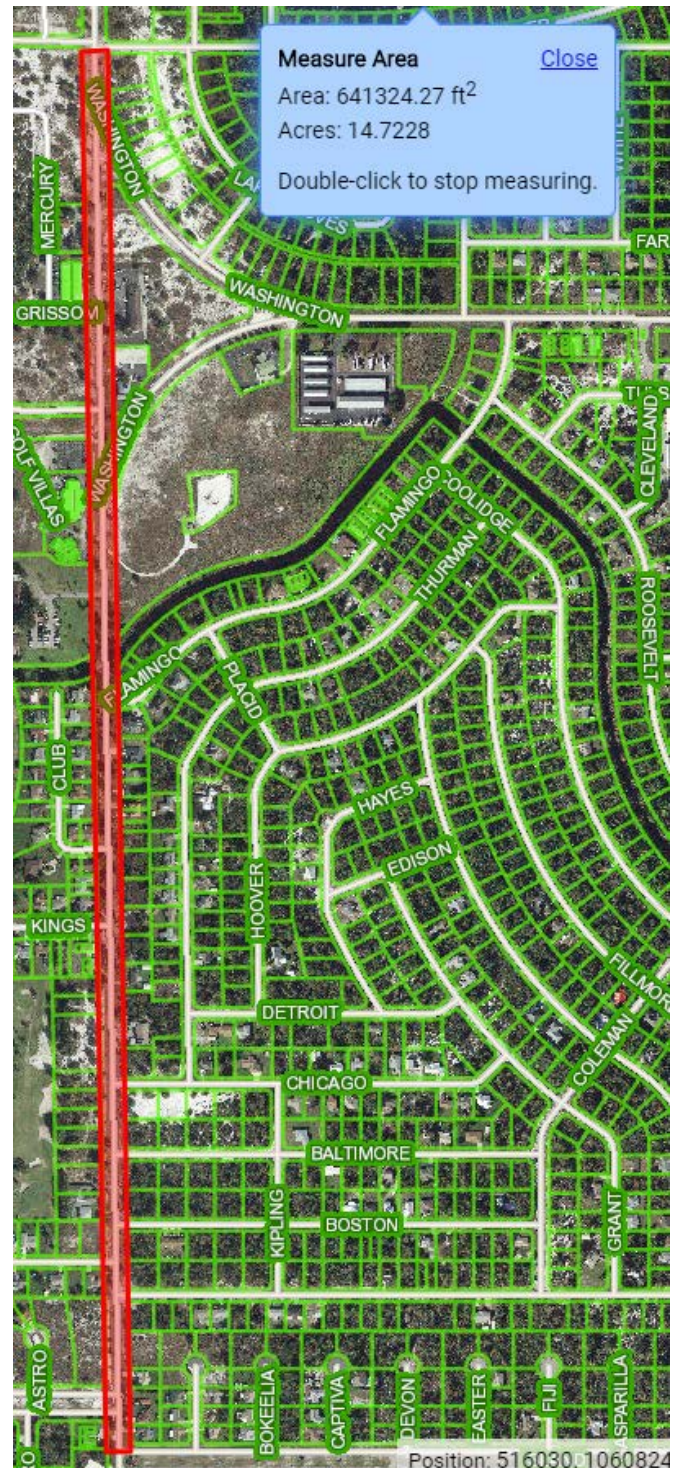
Mowing of Shoreline at Tobler Park. Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



Catfish Creek Road ROW to include median Strip from bridge to end of median (0.4 mile); approximately 2.7 acres of mowing area.



Placid Lakes Boulevard to include from Catfish Creek Road to Island Parkway (1.7 miles) Approximately 40' on either side of road; approximately 16 acres of mowing area.
Mow one width wide around the four benches where the grass and weeds exist.
Mow the west side and the east side of this area where necessary (home owners usually mow the east side in front of their home).



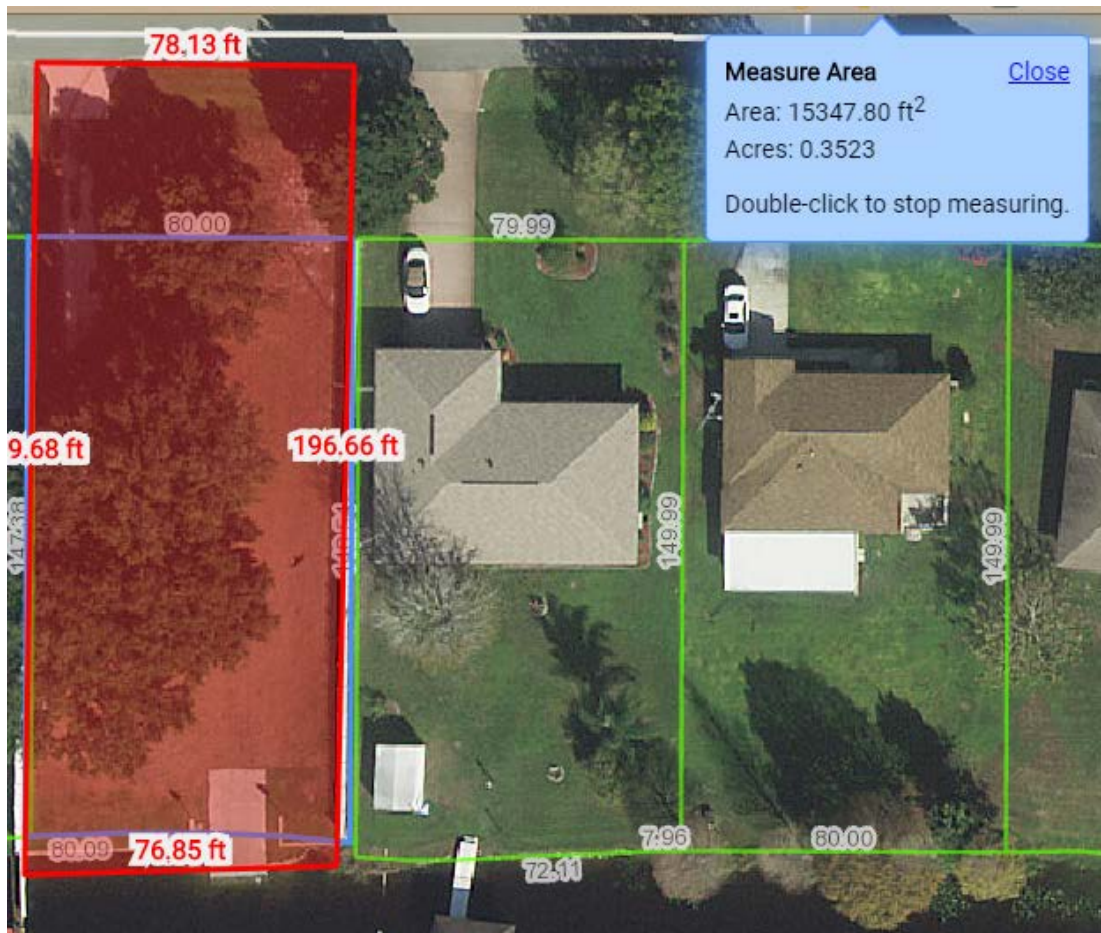
Island Parkway to include the median between the Island Parkway Streets from Placid Lakes Boulevard east to the crossover (64 ft X 1,150 ft)



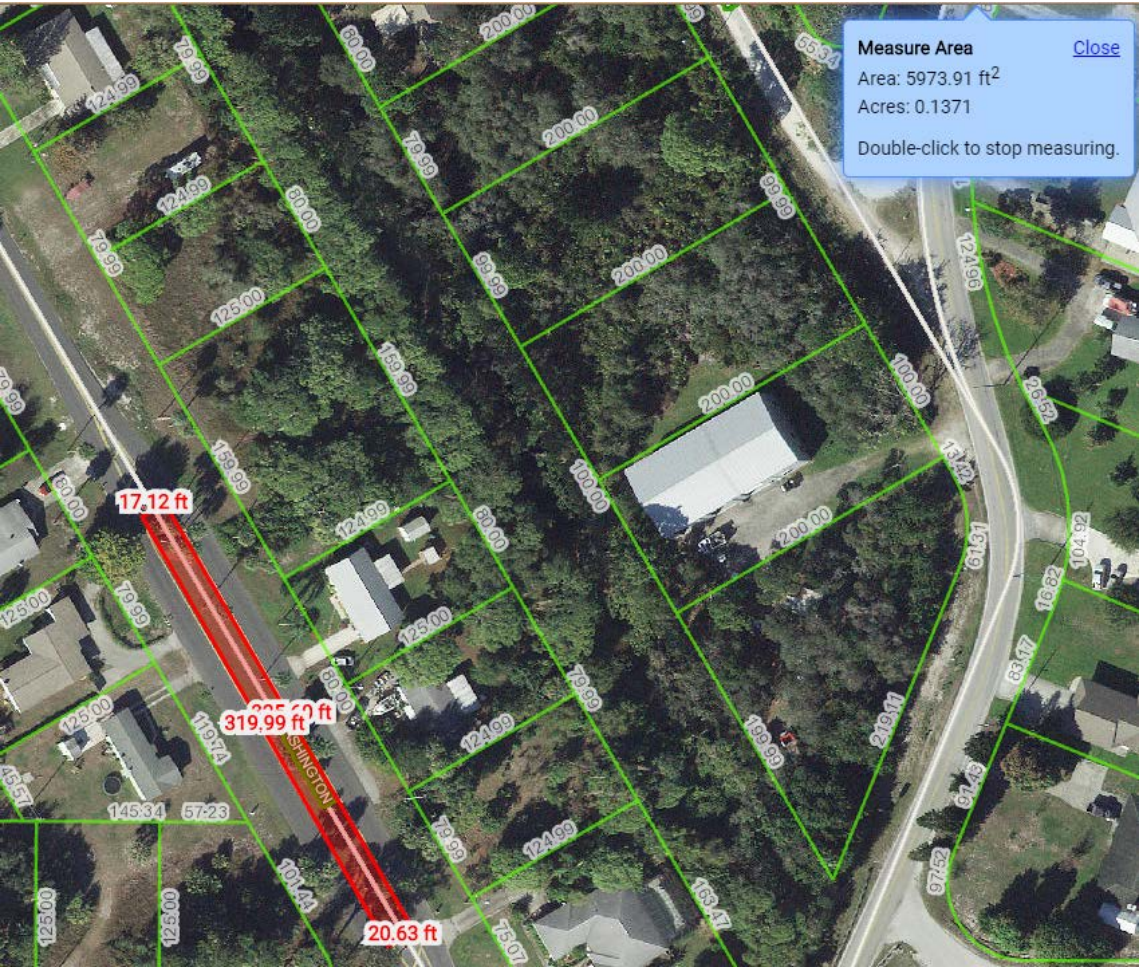
All the Right Of Way (ROW) of vacant lot across from Island Parkway sign.



Lake August Boat Ramp at 1634 WASHINGTON Boulevard (LOT 35 BLOCK 100). Area between mowed surface and water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.



Washington Boulevard NE to include the center divide near the South end of Blvd. (20 ft X 245 ft) and ROW along vacant lot next to median area.



ROW along vacant lot next to median on Washington Blvd.

