



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department
600 S. Commerce Ave.
Sebring, FL 33870
(863) 402-6500 Purchasing Main Line

FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 22-036-LD

Project: Architectural Inventory and Evaluation of Sebring Historical Lakeside Resources

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

Architectural Inventory and Evaluation of Historic Lakeside Resources, Highlands County, Florida - Sebring.

1. GENERAL INFORMATION:

- 1.1 Requesting/End-User Department: Planning Division
1.2 Project Manager: Melony Culpepper
1.3 Submittal deadline: 4 P.M. on August 31, 2022
1.4 Submit via: Email to purchase@highlandsfl.gov
1.5 Contact for questions: Lori DeLoach 863-402-6504 or purchase@highlandsfl.gov Prior to 4 P.M., August 20, 2022

1.6 License requirement:
1.7 Insurance requirements: 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 the 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.

2. GENERAL TERMS AND CONDITIONS:

By submitting a response to this Request for 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 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:
- 2.11.1 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.
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
- 2.11.2 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:
- 2.15.1 Keep and maintain public records required by the County to perform the services.
 - 2.15.2 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.
 - 2.15.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this contract and following competition of this contract if vendor does not transfer the records to the County.
 - 2.15.4 Upon completion 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 completion 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.

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. SPECIFICATIONS:

- 3.1 TERM: The period of the service shall begin upon receipt of Purchase Order and complete project prior April 30, 2023.
- 3.2 INVOICING / COMPENSATION: Consultant will hold pricing for up to 120 days from date of award while project is approved. Consultant shall submit detailed invoices identifying the Purchase Order number, location, and work completed. The invoice must be submitted to the department identified on the Purchase Order. If there are any apparent defects in the work or material, County will promptly notify Consultant. Without limiting any other rights to which it may be entitled, County may require Consultant, at Consultant's expense, to correct any nonconforming workmanship.
- 3.3 AWARD: Shall be based on the lowest responsive and responsible quote.
- 3.4 SCOPE OF WORK: Consultant shall be responsible for the "Architectural Inventory and Evaluation of Historic Lakeside Resources, Highlands County, Florida - Sebring. The survey will be focused on lakeside resources, specifically Lake Sebring, Dinner Lake, Little Lake Jackson, Lake Charlotte, Lake Huckleberry, Lake Ruth, and Red Beach Lake. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.
- 3.4.1 Historic Preservation Consultant's Credentials and Survey Timeline – Submit one (1) copy of the historic preservation consultant's credentials and one (1) copy of the survey timeline to the County and the Division for review and approval.
- 3.4.2 Initial FMSF Forms – Complete and submit five (5) FMSF forms, including maps and photographs, to the County and the Division for review and approval.
- 3.4.3 Draft Survey Report – Complete and submit one (1) electronic draft survey report conforming to Chapter 1A-46, FAC, to the County and the Division for review and approval.
- 3.4.4 Final Survey Report – Complete and submit one (1) electronic and one (1) hard copy of a minimum of one hundred eighteen (118) new/updated FMSF forms, including photographs and maps, and one (1) electronic and one (1) hard copy final survey report, conforming to Chapter 1A-46, FAC, to the County and the Division for review and approval.
- 3.5 ADDITIONAL SPECIAL CONDITIONS: (Consultant will assist with the following)
- 3.5.1 Survey Projects.
- 3.5.1.1 The County shall submit the survey project contract to the Division for review and approval prior to execution

- 3.5.1.2 A 1A-32 permit must be obtained from the Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Division, if applicable
 - 3.5.1.3 For historical structure and archaeological survey projects, the Consultant shall follow the historic structure and archaeological survey standards and guidelines as outlined in Chapter 1A-46, Florida Administrative Code, available online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to Chapter 1A-46, Florida Administrative Code.
 - 3.5.1.4 Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- 3.6 REPORTING REQUIREMENTS: The Consultant must assist the County with the following reports. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted by the County online via www.dosgrants.com.
- 3.6.1 FIRST PROJECT PROGRESS REPORT is due by November 30, for the period ending October 31.
 - 3.6.2 SECOND PROJECT PROGRESS REPORT is due by February 27, for the period ending January 31.
 - 3.6.3 THIRD PROJECT PROGRESS REPORT is due by May 31, for the period ending April 30.

- 3.6.4 FINAL REPORT. The County must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 3.1 above.
- 3.7 OBLIGATION TO PROVIDE STATE ACCESS TO GRANT RECORDS: The Consultant and County must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 3.8 AVAILABILITY OF STATE FUNDS. The State of Florida's performance and obligation to pay under this Agreement for services are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated, and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 3.9 INDEPENDENT CONTRACTOR STATUS OF CONSULTANT. The Consultant agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state or Highlands County. The Consultant is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida or Highlands County.
- Consultant must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division or County.
- 3.10 LIABILITY. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division or the County.
- 3.10.1 The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, Florida Statutes, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is

governed by Section 768.28, Florida Statutes, it shall only be obligated in accordance with that Section.

- 3.10.2 Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - 3.10.3 The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - 3.10.4 The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 3.11 STRICT COMPLIANCE WITH LAWS. The Consultant shall perform all acts required by this Scope of work in strict conformity with all applicable laws and regulations of the local, state and federal law.
- 3.12 NO DISCRIMINATION. The Consultant may not discriminate against any employee employed under this Scope of work, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Consultant shall insert a similar provision in all of its subcontracts for services under this Scope of Work.
- 3.13 BREACH OF AGREEMENT. The County will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Consultant fails to prepare, preserve or surrender records required or otherwise violates the scope and terms.
- 3.14 CONFLICTS OF INTEREST. The Consultant hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, Florida Statutes, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. In addition, no Grantee official, employee, or consultant who is authorized in his or her official capacity to negotiate, make, accept, approve, or take part in decisions regarding a contract, subcontract, or other agreement in connection with a grant assisted project shall take part in any decision relating to such contract, subcontract or other agreement in which he or she has any financial or other interest, or in which his or her spouse, child, parent, or partner, or any organization in which he or she is serving as an officer, director, trustee, partner, or employee of which he or she has or is negotiating any

arrangement concerning employment has such interest. Grantees shall avoid circumstances presenting the appearance of such conflict. Furthermore, the spouse, child, parent, or partner of an officer, director, trustee, partner, or employee of the grantee shall not receive grant funds, unless specifically authorized in writing by the General Counsel for the Department of State to avoid a potential violation of those statutes.

- 3.14 NO EMPLOYMENT OF UNAUTHORIZED ALIENS. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of an Agreement.
- 3.15 AMERICANS WITH DISABILITIES ACT. All programs and facilities related to this Scope of Work must meet the standards of Sections 553.501-553.513, Florida Statutes, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, et seq.), which is incorporated herein by reference.

4. FORMS

- 4.1 Formal Written Quote Form
- 4.2 Local Preference Affidavit
The Local Preference Policy can be viewed on the County's website:
https://www.highlandsfl.gov/departments/business_services/purchasing/local_preference_policy.php
- 4.3 Women/Minority Business Enterprise Certification (If applicable)
- 4.4 Certificate of Insurance
- 4.5 W-9
- 4.6 Licenses (if applicable)

FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 22-036-LD

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 2.11 of the GENERAL Terms and Conditions for the required minimum coverage)
- LOCAL PREFERENCE AFFIDAVIT
- WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION (If applicable)
- COPY OF LICENSE (If applicable)
- COPY OF CREDENTIALS
- PROVIDE EVIDENCE OF PRIOR SIMILAR WORK
- PROVIDE THREE (3) REFERENCES FOR SIMILAR WORK

Provide quote and timeline for each Deliverable Description and Documentation	Price	Timeline
<p>Historic Preservation Consultant’s Credentials and Survey Timeline</p> <p>one (1) copy of the historic preservation consultant's credentials and one (1) copy of the survey timeline to the County and the Division for review and approval.</p>		

<p>Initial FMSF Forms</p> <p>Price to complete and submit five (5) FMSF forms, including maps and photographs, to the County and the Division for review and approval.</p>		
<p>Draft Survey Report</p> <p>Complete and submit one (1) electronic draft survey report conforming to Chapter 1A-46, FAC, to the County and the Division for review and approval.</p>		
<p>Final Survey Report</p> <p>Complete and submit one (1) electronic and one (1) hard copy of a minimum of one hundred eighteen (118) new/updated FMSF forms, including photographs and maps, and one (1) electronic and one (1) hard copy final survey report, conforming to Chapter 1A-46, FAC, to the County and the Division for review and approval.</p>		
<p>Totals</p>		

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS STATED HEREIN.

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

