

# HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS Purchasing Department

600 S. Commerce Ave. Sebring, FL 33870

Purchasing Main Line: (863) 402-6500

## FORMAL WRITTEN QUOTE (FWQ) REQUEST FWQ Number: 23-043-CLG

Project: Demo and Remove Dock at 44 Lake Stearns Drive, Lake Placid, Florida 33852

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

Demo and Remove Dock from property and lake removing all associated debris as described in Section 4, Location: 44 Lake Stearns Drive, Lake Placid, Florida 33852

#### 1. GENERAL INFORMATION:

1.1. Solicitation Contact: Crystal Gottschalk, Purchase@HighlandsFL.Gov or (863)

402-6526

1.2. Pre-Quote site visit: None. Can be viewed from driveway, lake, and photos

attached from Code Enforcement

1.3. Question Deadline: Prior to 4 P.M., Monday September 25, 2023

1.4. Submit Via: Upload to Highlandsfl.gov through VendorRegistry.com

OR Email to purchase@highlandsfl.gov

Submission is to be in one all-inclusive file titled" 23-043-

CLG Quoter's name"

1.5. Submittal deadline: 4 P.M. on Monday October 2, 2023

1.6. License DEMOLITION LICENSE, OR CLASS A, B, OR C LICENSE

requirement: IS REQUIRED

1.7. Insurance Vendors may submit a certificate of insurance (Acord form

requirements: 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.

1.8. Requesting

Department: Code Enforcement

1.9. Project Manager: Daniel Roarty

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

#### 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 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:
  - 2.11.1 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.
- 2.11.3 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.
- 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 completion 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: 863-402-6832

E-mail Address: <a href="mailto:grybinski@highlandsfl.gov">grybinski@highlandsfl.gov</a>
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

#### 3. SPECIAL TERMS AND CONDITIONS:

- 3.1 BASIS OF AWARD: Award will be based on the lowest responsive and responsible quote determined by the "Cost of Project."
- 3.2 TERM: The period of the service shall begin upon receipt of Purchase Order and complete project within 30 days from the Purchase Order date. A Purchase Order shall be issued prior to commencement of any work.
- 3.3 INVOICING / COMPENSATION: Contractor will hold pricing for up to 120 days from date of award while project is approved. Contractor 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 Contractor. Without limiting any other rights to which it may be entitled, County may require Contractor, at Contractor's expense, to correct any nonconforming workmanship.

#### 4. SCOPE OF WORK

- 4.1.1. Demo and remove dock and all associated debris from lake and property.
- 4.1.2. Obtain all necessary permits from Highlands County Building Department to abate (demolish) all dock structures at this address.
- 4.1.3. Removal and proper disposal of all associated trash/debris on this property at an authorized landfill.

#### 5. FORMS

- 5.1. Formal Written Quote Form
- 5.2. Local Preference Affidavit

The Local Preference Policy can be viewed on the County's website: <a href="https://www.highlandsfl.gov/departments/business\_services/purchasing/local\_preference\_policy.php">https://www.highlandsfl.gov/departments/business\_services/purchasing/local\_preference\_policy.php</a>

- 5.3. Women/Minority Business Enterprise Certification (If applicable)
- 5.4. Certificate of Insurance
- 5.5. W-9
- 5.6. Licenses (Demolition License, OR Class A, B or C License Required)

-- REMAINDER OF PAGE INTENTIONALY LEFT BLANK--

#### FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 23-043-CLG **Demo and remove dock from property and lake. Location: 44 Lake Stearns Drive, Lake Placid 33852** 

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 (If applicable)
WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION (If applicable)
COPY OF LICENSE (Demolition License, OR Class A, B or C License Required)
Pricing shall be all inclusive of the items described in the Scope of Work
COST OF PROJECT: \$ Cost of Project (written in words)
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.

[Print name of Company/Individual submitting sworn statement]  be business address is
e business address is  blicable) its Federal Employer Identification Number (FEIN) is  entity has no FEIN, include the Social Security Number of the individual signing worn statement):  L PREFERENCE ELIGIBILITY  ndor/Individual has had a fixed office or distribution point located in and having
entity has no FEIN, include the Social Security Number of the individual signing worn statement):  L PREFERENCE ELIGIBILITY  ndor/Individual has had a fixed office or distribution point located in and having
entity has no FEIN, include the Social Security Number of the individual signing worn statement):  L PREFERENCE ELIGIBILITY  ndor/Individual has had a fixed office or distribution point located in and having
worn statement):  L PREFERENCE ELIGIBILITY  ndor/Individual has had a fixed office or distribution point located in and having
ndor/Individual has had a fixed office or distribution point located in and having
, , , , , , , , , , , , , , , , , , ,
or to the issuance of the request for quotation, competitive bids or request for posals by the County.  YES  NO
ndor/Individual holds business license required by the County, and/or if plicable, the Municipalities:  YES NO
ndor/Individual employs at least one full-time employee, or two part-time aployees whose primary residence is in Highlands County, or, if the business has employees, the business shall be at least fifty (50) percent owned by one or pre persons whose primary residence is in Highlands County.  YES NO
AND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.
ature and Date]
, COUNTY OF
and sworn before me, the undersigned notary public on this day of _, 20

### (Rev. October 2018) Department of the Treasury Internal Revenue Service

#### Request for Taxpayer **Identification Number and Certification**

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

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

	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	2 Business name/disregarded entity name, if different from above											
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC					Exempt payee code (if any)						
충용	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶											
Print or type. c Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any)						
ΞĘ	Other (see instructions)	cı.		(Ap	(Applies to accounts maintained outside the U.S.)							
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Request	er's name	e and	and address (optional)							
See		Board o	of Cour	ity C	y Commissioners							
S	6 City, state, and ZIP code	590 S Commer										
		Sebring, FL 33					870					
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)											
Litter your thir the appropriate box. The first provided mater materials given on the careful						curity number						
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>					_	11.	_					
								Ш				
TIN, later.									_			
110 to the first the first to t					r identification number				_			
Number To Give the Requester for guidelines on whose number to enter.				_								
Par	Certification					Ш		Ш				
	penalties of perjury, I certify that:											
<ol> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> </ol>												
3. I am a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is corre	ect.									
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid,												

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

#### U.S. person ▶ General Instructions

Signature of

Section references are to the Internal Revenue Code unless otherwise

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

#### Purpose of Form

Sign

Here

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

· Form 1099-INT (interest earned or paid)

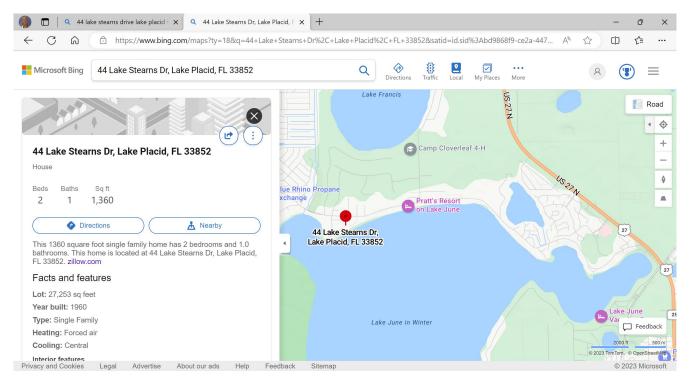
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

#### Location Maps Task 4 Site Address: 44 Lake Stearns Drive, Lake Placid, Florida 33852



#### C-27-36-29-010-00A0-0200 - Highlands County Property Appraiser (hcpao.org)

