

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS Purchasing Division

FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 22-028-LKD Project: Property Clean-up: 6080 Highland Street, Sebring, Florida 33876

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

Property Clean-up: Remove all trash, debris, scrap, all accumulation from the property, remove fencing from the property, Property Address: 6080 Highland Street, Sebring, Florida 33876 PARCEL ID: C-22-35-29-030-0310-0190

GENERAL INFORMATION:

1.1	Requesting/End-User	
Department:		Code Enforcement Division
1.2	Project Manager:	Jennifer Dammann
1.3	Submittal deadline:	4 P.M. on May 31, 2022
1.4	Submit via:	Email to purchase@highlandsfl.gov
1.5	Contact for questions:	Lori DeLoach 863-402-6504 or <u>purchase@highlandsfl.gov</u> Prior to 4 P.M., May 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 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 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 the date of the Purchase Order and shall be complete no later than thirty (30) calendar days.
- 3.2 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.
- 3.3 AWARD: Shall be based on the "Cost of Project" from lowest responsive and responsible quote.
- 3.4 SCOPE OF WORK
 - (i) Remove all trash, scrap, debris, household items, fencing, all accumulation from the property taking to an authorized landfill. (Note: Removal of Recreational Vehicles will be under a separate FWQ, <u>not</u> to be included in this request.)
 - (ii) Property Address: 6080 Highland Street, Sebring, FL 33876, Parcel: C-22-35-29-030-0310-0190

4. FORMS

- (a) Formal Written Quote Form
- (b) Local Preference Affidavit The Local Preference Policy can be viewed on the County's website: <u>http://hcbcc.net/departments/office_of_administrative_services/general_services_purchasing/index.php</u>

Women/Minority Business Enterprise Certification (If applicable)

- (c) Certificate of Insurance
- (d) W-9

FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 22-028-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 m	inimum coverage)
LOCAL PREFERENCE AFFIDAVIT	
WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION (If applicable)	
COPY OF LICENSE (If applicable)	
COST OF PROJECT: \$	
I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO FWQ 22-028-LKD.) THE TERMS AND CONDITIONS OF
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

FWQ 22-028-LKD Property Clean-up: 6080 Highland Street

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

	k	ру					
		[Print individual's name and title]					
	f	or [Print name of Company/Individual submitting sworn statement]					
		[Print name of Company/Individual submitting sworn statement]					
	Wh	lose business address is					
	(If a	applicable) its Federal Employer Identification Number (FEIN) is					
	(If t	he entity has no FEIN, include the Social Security Number of the individual signing this					
	Sw	orn statement):					
2.	LO	LOCAL PREFERENCE ELIGIBILITY					
	A.	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 applicab 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 shal be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.					
PARAG	GRA	TAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE RED PUBLIC RECORD.					
		[Signature and Date]					
STATE	E OI	F, COUNTY OF					
Subscr 20	ribe	d and sworn before me, the undersigned notary public on this day of,					

NOTARY PUBLIC

SEAL

Commission Expiration Date

Form W-9 (Rev. October 2016) 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.			
	1 Name (as shown	on your income tax return). Name is required on this line; di	o not leave this line blank.						
	2. Business name/disregarded entity name, if different from above								
Print or type. Specific Instructions on page 3.	following seven boxes.					Exemptions (codes apply only to tain entities, not individuals; see tructions on page 3): empt payee code (if any)			
	another LLC	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.					code (if any)		
Sec	Other (see in:	structions) >>			(Applies to accounts maintained outside the U.S.)				
See Sp	5 Address (numbe	r, street, and apt. or suite no.) See instructions.			e and address (optional) hty Commissioners				
Š	6 City, state, and 2	DP code	590 S Commerce Ave						
	Sebring, FL 33								
	7 List account num	iber(s) here (optional)							
Par	ti Taxpa	yer Identification Number (TIN)							
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 TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.					on numk	HY			
Par									
1. The 2. I an Ser no	n not subject to be vice (IRS) that I an longer subject to b	 n this form is my correct taxpayer identification numi- ackup withholding because: (a) I am exempt from bain in subject to backup withholding as a result of a fallur backup withholding; and 	ckup withholding, or (b)	I have not been no	otified by t	the Inter			
		other U.S. person (defined below); and ntered on this form (if any) indicating that I am exem	of from FATCA reporting	is correct					
Certifi you ha acquis	ication instruction we failed to report ition or abandonm	s. You must cross out item 2 above if you have been neal interest and dividends on your tax return. For real esent of secured property, cancellation of debt, contributividends, you are not required to sign the certification, but the certification.	otified by the IRS that you tate transactions, item 2 ons to an individual retire	, are currently subj does not apply. Fo ment arrangement	r morigage (IRA), and	general	t paid, ly, payn	nents	
Sign Here			D	ato 🕨					
General Instructions		ructions	 Form 1099-DIV (dividends, including those from stocks or mutual funds) 						
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)							
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.		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Eom 1090 S (supposed from real estate transactions)							
Purpose of Form			 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 						
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer			Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (turition)						
identification number (TIN) which may be your social security number			Form 1099-C (canceled debt)						

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 (TIN), 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-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resider
- 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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

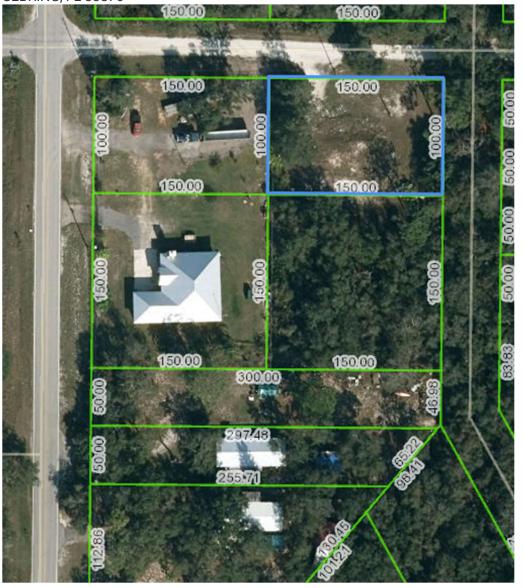


6080 Highland Street, Sebring, Florida 33876

https://www.hcpao.org/gis/default.htm#29352203003100190C

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