



## FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 20-029

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 - Avon Park.*

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### GENERAL INFORMATION:

- |     |                                 |   |
|-----|---------------------------------|---|
| 1.1 | Requesting/End-User Department: | <i>Planning Department</i>  |
| 1.2 | Project Manager:                | <i>Sandra S. Vazquez</i>  |
| 1.3 | Submittal deadline:             | <i>4 P.M. on 9/30/2020</i>  |
| 1.4 | Submit via:                     | <i>Email to bgunn@highlandsfl.gov</i>   |
| 1.5 | Contact for questions:          | <i>Chris Davis (863-402-6528 or cmdavis@highlandsfl.gov)</i>  |
| 1.6 | <b>License requirement:</b>     |   |
| 1.7 | Insurance requirements:         | <i>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 certificate holder) 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.</i> |

### 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 \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee).

(b) Commercial General Liability - coverage shall provide minimum limits of liability of \$500,000 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 Planning Department is seeking a vendor to perform an Architectural Inventory and Evaluation of Historic Lakeside Resources, Highlands County, Florida - Avon Park.*

**1.Scope of Services:** Consultant shall be responsible for the "Architectural Inventory and Evaluation of Historic Lakeside Resources, Highlands County, Florida - Avon Park. This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida.

a) **Consultants Qualifications and submittals**

Consultant must be a professional historic preservation consultant, able to conduct a historical resources survey of Highlands County, including preparing a survey report conforming to Chapter 1A- 46, Florida Administrative Code; and a minimum of fifty (50) new/updated Florida Master Site File (FMSF) forms.

Consultant will provide one (1) copy of the professional historic preservation consultant's credentials.

Consultant will provide one (1) copy of the survey timeline

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b) The Consultant agrees to provide the following **Deliverables, Performance Measures and Timeline** related to the Scope of Work for the price shown:

Description of Deliverables and Documentation	Price	Timeline
<p><b>Historical Resources Survey</b> Complete and submit one (1) a final historical survey report conforming to Chapter 1A-46, Florida Administrative Code.</p>		
<p><b>Preparation of Survey Report</b> Complete and submit one (1) draft survey report conforming to Chapter 1A-46, Florida Administrative Code.</p>		
<p><b>Preparation of FMSF Forms</b> Consultant shall provide 5 initial FMSF forms, photos and maps for approval by the Division of Historical Resources and receive approval before continuing this task. Complete and submit a minimum of fifty (50) FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, Florida Administrative Code, to the Division for review and approval.</p>		
<p><b>Totals</b></p>		

The Consultant has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Scope of Work and Deliverables outlined in the Request for Quote.

**2. Project Deadline.** Work and final report must be completed by 6/30/2021.

**3. Payments.** All payment requests must include documentation that the deliverable has been completed and documentation evidencing all expenses incurred in achieving the completion of the deliverable.

**4. Florida Form W-9.** A completed Form W-9 is required from any entity that receives a payment from Highlands and must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS).

**5. Additional Special Conditions.**

Survey Projects.

- a) The County shall submit the survey project contract to the Division for review and approval prior to execution.
- b) 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.

- c) 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.
- d) **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.

**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](http://www.dosgrants.com).

- a) **First Project Progress Report** is due by November 30, for the period ending October 31.
- b) **Second Project Progress Report** is due by February 27, for the period ending January 31.
- c) **Third Project Progress Report** is due by May 31, for the period ending April 30.
- d) **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 2 above.

**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.

**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.

**9. Independent Contractor Status of Grantee.** 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.

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.
  - a) 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.
  - b) 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.
  - c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
  - d) 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.
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.
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.
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.
14. **Conflicts of Interest.** The Grantee 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.

15. **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.
16. **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.

**SCHEDULE:** As indicated on item 6 above.

#### **4. FORMS to SUBMIT**

- a) FWQ Form & Price sheet
- b) Schedule/Timeline
- c) Women/Minority Business Enterprise Certification (If applicable)
- d) Copy of credentials.
- e) Evidence of similar work
- f) References



**FORMAL WRITTEN QUOTE SUBMITTED BY:**

IN RESPONSE TO: FWQ 20-029

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

SAMPLE ACCORD LIABILITY INSURANCE   
or CONFIRMATION LETTER

(See Item 2.11 of the GENERAL Terms and Conditions for the required minimum coverage)

WOMEN/MINORITY BUSINESS ENTERPRISE CERTIFICATION   
(If applicable)

TIMELINE

COPY OF CREDENTIALS

PROVIDE EVIDENCE OF PRIOR SIMILAR WORK

PROVIDE THREE (3) REFERENCES FOR SIMILAR WORK

Description of Deliverables and Documentation	Price	Timeline
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<b>Preparation of Survey Report</b> Complete and submit one (1) draft survey report conforming to Chapter 1A-46, Florida Administrative Code.		

<p><b>Preparation of FMSF Forms</b></p> <p>Consultant shall provide 5 initial FMSF forms, photos and maps for approval by the Division of Historical Resources and receive approval before continuing this task.</p> <p>Complete and submit a minimum of fifty (50) FMSF forms, including photographs and maps, and a final survey report, conforming to Chapter 1A-46, Florida Administrative Code, to the Division for review and approval.</p>		
<b>Totals</b>		

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 20-029.

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.