



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 21-010

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

Ice Machine Preventative Maintenance, Repair & Replacement

1. GENERAL INFORMATION:

- | | |
|-------------------------------------|---|
| 1.1 Requesting/End-User Department: | <u>County-wide (Parks & Facilities Department)</u> |
| 1.2 Project Manager: | <u>Richard Fleeger, Superintendent of Parks & Facilities</u> |
| 1.3 Submittal deadline: | <u>4 P.M. on November 18, 2021</u> |
| 1.4 Submit via: | <u>Email to purchase@highlandsfl.gov</u> |
| 1.5 Contact for questions: | <u>Lori DeLoach (863-402-6504 or LDeLoach@highlandsfl.gov)</u>
<u>No later than 5:00 pm 11/09/2021</u> |
| 1.6 Insurance requirement: | <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 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.</u> |

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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:

- 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.
- 2.11.2. **Commercial General Liability** - coverage shall provide minimum limits of liability of \$1,00,000 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
- 2.11.3. **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 Notice of Award through September 30, 2022. This Agreement may be renewed for three (3) additional one (1) year periods at the discretion of the Highlands County Board of County Commissioners Purchasing Manager.
- 3.2. **INVOICING / COMPENSATION:** Contractor shall submit detailed invoices identifying the Purchase Order number, location, equipment identification, date of service and detail of service. 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 Total Preventative Maintenance amount
- 3.4. **SCOPE OF WORK**
- 3.4.1. **Preventive maintenance** of all County-owned ice machines. Services including but not limited to:
- Clean and sanitize the water system, Bi annual.
 - Clean and/or replace air filters, as needed (on air-cooled models).

- Check external filter system and change cartridges, Bi annual.
- Check inlet water valve screens, Bi Annual.
- Conduct bearing and auger inspection on extruded ice makers, bi-annually.
- Conduct a visual inspection of components, controls, and wiring for oil spots, loose wires, loose fasteners, corrosion, etc. Bi annual
- Clean the bin interior and unit exterior, quarterly. Schedule 24 hours in advance for Ice machines to be turned off.

3.4.1.1. Price for all maintenance shall be itemized by machine. See price sheet.

3.4.1.2. The County reserves the right to add and/or remove machines to this contract. Additional machines pricing will be negotiated based on the established rates of like machines.

3.4.1.3. Maintenance to be scheduled with the requesting department.

3.4.2. Repairs

3.4.2.1. In the event repairs are necessary, a written quote will be provided and approved prior to work being performed.

3.4.2.2. The rates provided in the Formal Written Quote form are to be established as a guide (not to exceed) Hourly Rates for labor. Parts are to be at a not to exceed percentage rate over vendor cost.

3.4.2.3. Respond within 48 hours for non-emergency. Respond within 2 hours for emergency.

4. FORMS

4.1. **Price sheet** (Formal Written Quote Form)

4.2. **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

4.3. **Women/Minority Business Enterprise Certification** (If applicable)

4.4. Chosen vendor will be required to **provide proof of insurance** and **W-9**.

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FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 21-010

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 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 ☐
(If applicable)

ITEMIZED QUOTE FORM ☐
(incorporated herein)

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 21-010.

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.

ITEMIZED BID QUOTE FORM

Part 1 Preventative Maintenance: County-Owned Ice Machine Listing					
Location	Location Address	Maker	Model	S/N	Annual Cost of Maintenance
Facility Warehouse	636 S. Fernleaf Ave., Sebring	Ice-O-Matic Ice Maker	CIM0430FA	18101280012051	\$
		Ice-O-Matic Storage Bin	B55PSB	18081280010814	\$
Landfill	12700 Arbuckle Creek Rd., Sebring	Hoshizaki	KM250BAH	U2132L	\$
Parks Carpenter	4344 George Blvd. Sebring	Ice-O-Matic	ICE1406FA	16041280012310	\$
Road & Bridge Office	4344 George Blvd. Sebring	Ice-O-Matic	Cuber	16051320016364	\$
Road & Bridge Unit 1	518 CR 17A, Avon Park	Ice-O-Matic	ICE0806FA7	15121280010575	\$
Road & Bridge Unit 2	4242 George Blvd, Sebring	Ice-O-Matic	ICE0806FA3	10061280010052	\$
Road & Bridge Unit 3	1815 CR 621 E, Lake Placid	Ice-O-Matic	ICE0806FA3	13111280011645	\$
Sign Shop	4344 George Blvd. Sebring	Ice-O-Matic	CIM0530FA	17111280012426	\$
Sports Complex	216 Sheriff's Tower Rd. Sebring	Hoshizaki Ice Machine	KM900MAH	S18685E	\$
		Hoshizaki Storage Bin	B-1150SS	S52258F	\$
Sports Complex - Concession	216 Sheriff's Tower Rd. Sebring	Hoshizaki Ice Machine	KM650MAH	S2095ZE	\$
		Hoshizaki Storage Bin	B-700PF	S55657d	\$
EOC	6850 West George Blvd., Sebring	Manitowic	RFS0300A- 161	MO8243552017	\$
Highlands Lakes VFD #1	2840 North Highlands Blvd., Avon Park	ICE-O- MATIC	ICE0400FA4	1203128010654	\$
Highlands Park VFD #33	1317 Columbus Street, Lake Placid	Ice-O-Matic	ICE0400FA2	6091280012808	\$
Lake Placid FD #36	11 W. Interlake Blvd, Lake Placid	Ice-O-Matic	ICE400FA	11091280011018	\$
Leisure Lakes VFD #29	3028 Miller Ave., Lake Placid	Ice-O-Matic	ICE0500FA	12081280012437	\$
Leisure Lakes VFD #30	1231 Lake Josephine Dr., Sebring	Ice-O-Matic	CIM0530FA	21051280010838	

Lorida VFD #24	1172 U.S. 98, Lorida	Hoshizaki	KML-325MAJ		\$
Placid Lakes FD #39	300 Washington Blvd. NW, Lake Placid	Hoshizaki		U18198J	\$
Sun'n Lakes FD #41	460 Sun N Lake Blvd, Lake Placid	Hoshizaki	KML-325 MAJ	G11623L	\$
West Sebring FD #7	4212 Sun N Lakes Blvd, Sebring	Haier	HI50IB20ss	4815000144	\$
West Sebring FD/EMS #10	3517 Hammock Rd., Sebring	Ice-O-Matic	ICEU300HA2	10111280012596	\$
West Sebring FD/EMS #9	2300 Longview Court, Sebring	Hoshizaki	KML-500MAJ	H03010B	\$
Total Preventative Maintenance: * machines may be negotiated and added and/or deleted as needed					\$
Total Preventative Maintenance amount written in words:					
Part 2 Repair:					
Repair/Replacement Service (Regular-hours 7:00am-5:30pm)					
				/Hourly	
After-Hours Hourly Rate (5:31pm-6:59am)					
				/Hourly	
Parts Mark-up from Vendor cost (cost invoice to accompany billing)					
				%	
Part 3 Equipment:					
Replacement Equipment Mark-up from Vendor Cost					
				%	

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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