



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: 23-037-KSB

Project: Demolition of Accessory Structure at 13023 US 98, Sebring, FL 33876

The Highlands County Board of County Commissioners (COUNTY) is seeking quotations for the following products and/or services: *DEMOLITION AND REMOVAL OF ACCESSORY STRUCTURE AS DESCRIBED IN SECTION 3 SPECIFICATIONS, LOCATION: 13023 US 98, SEBRING, FLORIDA 33876*

1. GENERAL INFORMATION:

- | | | |
|------|-------------------------|---|
| 1.1. | Solicitation Contact: | <i>Purchasing, Kelli Bronson 863-402-6528 or purchase@highlandsfl.gov</i> |
| 1.2. | Pre-Quote site visit: | None. Can be viewed from County Right of Way, and photos from Code Enforcement |
| 1.3. | Question Deadline: | Prior to 4 P.M., Wednesday, August 30, 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” 23-037-KSB Quoter’s name” |
| 1.5. | Submittal deadline: | 4 P.M. on Wednesday, September 6, 2023 |
| 1.6. | License requirement: | DEMOLITION LICENSE, OR CLASS A, B, OR C LICENSE IS REQUIRED |
| 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 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.</i> |
| 1.8. | Requesting Department: | Code Enforcement |
| 1.9. | Project Manager: | Jennifer Dammann |

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: grybinski@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

3. SPECIFICATIONS:

- 3.1 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 with in 30 calendar days of 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.
- 3.4 SCOPE OF WORK
 - 3.4.1. Vendor is to provide and all-inclusive price to complete the following project:
 - 3.4.1.1. *Demolition and removal of accessory structure. Removal does not include the small metal accessory structure at rear of main structure.*
 - 3.4.1.2. Obtain all necessary permits from the Highlands County Building Department to abate (demolish) the accessory structure.
 - 3.4.1.3. Removal and proper disposal of all associated trash/debris on this property at an authorized landfill.

4. FORMS

- 4.4. Formal Written Quote Form
- 4.5. 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
- 4.6. Women/Minority Business Enterprise Certification (If applicable)
- 4.7. Certificate of Insurance
- 4.8. W-9
- 4.9. Licenses: DEMOLITION LICENSE, OR CLASS A, B, OR C LICENSE IS REQUIRED

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FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 23-037-KSB

Project: Demolition of Accessory Structure at 13023 US 98, Sebring, FL 33876

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)
- Licenses: DEMOLITION LICENSE, OR CLASS A, B, OR C LICENSE IS REQUIRED

COST OF PROJECT: \$ _____.

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

Appendix "A"

Maps of Location/Structure

13023 US 98, Sebring, Florida 33876

The screenshot displays a Bing search result for the address "13023 US Highway 98, Sebring, FL 33876". The interface includes a search bar at the top with the address entered, navigation icons, and utility buttons for Directions, Traffic, Local, My Places, and More. On the left side, there is a "Streetside" image of the property, the address "13023 US Highway 98, Sebring, FL 33876", and buttons for "Directions" and "Nearby". Below these are options to "Save to calendar" and a "Nearby" section listing categories like Coffee Shops, Gas Stations, Restaurants, Grocery Stores, Banks, and Nearby Transit. The main part of the page is a map showing the location on US Highway 98, with a red pin marking the specific address. The map includes street names such as 7th Ave W, County Road, Flame Dr, Nighthawk Ave, 12th St S, Tortoise Rd, and 4th Ave W. A "Sandys Cafe 98" is also visible on the map. The bottom of the page features a footer with "Privacy and Cookies", "Legal", "Advertise", "About our ads", "Help", "Feedback", "Your Privacy Choices", and "© 2023 Microsoft".

v02/19/2023

[Search - Highlands County Property Appraiser \(hcpao.org\)](http://hcpao.org)

C-22-35-29-010-00M0-0050

Site Address: 13023 US 98,
SEBRING, FLORIDA 33876











