



**HIGHLANDS COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
**Purchasing Division**

**FORMAL WRITTEN QUOTE (FWQ) REQUEST**

**FWQ Number: 18-010**

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

***FULLY AUTOMATED BEAR-RESISTANT TRASH CANS***

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**1. GENERAL INFORMATION:**

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|-----|---------------------------------|---|
| 1.1 | Requesting/End-User Department: | <u>SOLID WASTE</u>  |
| 1.2 | Project Manager:                | <u>Michael McMILLIAN</u>  |
| 1.3 | Submittal deadline:             | <u>10:00 am on Tuesday May, 15, 2018</u>  |
| 1.4 | Submit via:                     | <u>Email: cmdavis@hcbcc.org</u>   |
| 1.5 | Contact for questions:          | <u>Chris Davis (863-402-6528 or cmdavis@hcbcc.org)</u>  |
| 1.6 | License requirement:            | <u>none</u>   |
| 1.7 | Insurance requirements:         | <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> |

**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) 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

- (b.) 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.

2.11 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.

2.12 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.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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@hcbcc.org](mailto:grybinski@hcbcc.org)**  
**Mailing Address: 600 South Commerce Avenue**  
**Sebring, FL 33870**

### **3. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS**

#### **FULLY AUTOMATED BEAR-RESISTANT TRASHCANS**

##### **PURPOSE**

The Highlands County Board of County Commissioners (County) wants to purchase commercially-manufactured 95-gallon capacity bear-resistant trashcans to reduce bear access to garbage. This will reduce human-bear conflict and increase public safety. The County would like to purchase between 150 and 200 of these trashcans. The budget for this project is \$48,000.00.

##### **1. TRASHCAN CHARACTERISTICS**

- 1.1. Compatible with fully-automated waste collection systems (i.e., a person does not have to unlatch the can for it to be serviced by a waste collection vehicle equipped with a side-loading mechanical arm.
- 1.2. Each trashcan should be equipped with an individual serial number.
- 1.3. Gravity-based functionality (i.e. opens automatically when waste collection vehicle tips trashcan to empty it).
- 1.4. The lid automatically latches when the trashcan is set down by the mechanical arm of the waste collection vehicle.
- 1.5. Contents are protected from rain and moisture.
- 1.6. Has two wheels for residents to be able to easily tip the trashcan to roll it.

- 1.7. User friendly and can be opened and closed easily, does not become unbalanced or tip over when the lid is open, and is not prohibitively heavy when empty.
- 1.8. Has been certified as bear-resistant by the Interagency Grizzly Bear Committee.
- 1.9. ANSI compliant.

## **2. PRICING**

- 2.1 The cost of shipping should be separate from the cost of the bear-resistant trashcans.
- 2.2 All items will be delivered to: Highlands County Road and Bridge Department, 4344 George Blvd., Sebring FL 33875.
- 2.3 The vendor will provide a quote that indicates the total number of 95-gallon capacity bear-resistant trashcans that can be purchased and delivered within the budget of \$48,000.
- 3.4 See attached Tax Exempt

## **3. FORMS**

- (a) Quote Form sheet (Page 6)

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**FORMAL WRITTEN QUOTE SUBMITTED BY:**

IN RESPONSE TO: FWQ 18-010

VENDOR'S 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: \_\_\_\_\_

**CONTRACTORS SHALL NOT ALTER THE PRICE SHEET IN ANY WAY**

Price quoted shall not contain any Federal or State sales or use taxes. The Offeror recognizes that Highlands County, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Price shall include all necessary items to complete the project. **Shipping costs should be listed separately from the cost of the bear-resistant trashcans, and also be included in the total cost without exceeding the budget.**

**ALL ITEMS SHALL BE QUOTED, OR THE QUOTE WILL BE REJECTED. IF YOU DO NOT WISH TO MAKE AN OFFER OR CANNOT MEET THE SPECIFICATIONS PLEASE RETURN A "NO QUOTE" RESPONSE. THE QUOTE WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE COMPANY THAT SUBMITS THE LOWEST TOTAL PRICE.**

**QUOTE:**

Quantity \_\_\_\_\_ Each Unit Price: \$\_\_\_\_\_ Shipping Costs: \$\_\_\_\_\_ Total Price: \$\_\_\_\_\_

Provide date of delivery of the above quantity: \_\_\_\_\_

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 18-010.

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.