



FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 18-007

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

Lawn Care & Maintenance at the Sun N' Lakes of Lake Placid Special Benefit District

GENERAL INFORMATION:

- | | | |
|-----|---------------------------------|---|
| 1.1 | Requesting/End-User Department: | <u>Business Services Department/ NAV Division</u> |
| 1.2 | Project Manager: | <u>Sarah Albritton, NAV</u> |
| 1.3 | Submittal deadline: | <u>4 P.M. on February 8, 2018</u> |
| 1.4 | Submit via: | <u>Fax: 863-402-6735 or Email: jasoto@hcbcc.org</u> |
| 1.5 | Contact for questions: | <u>Mrs. Jamee Soto (863-402-6526 or jasoto@hcbcc.org)</u> |
| 1.6 | License requirement: | |
| 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) 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.

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@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

3. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS

The Sun 'N Lakes of Lake Placid Recreation SBD is seeking lawn and right of way mowing and edging services, within the Sun N Lakes of Lake Placid Special Benefit District.

The areas to be mowed are below, all measurements are nominal and vendors are required to view the areas being quoted on:

1. The mowing schedule will be weekly during the months of May through October and no less than twice per month during the months of November through April.
2. Total area to be mowed is plus or minus 9 acres. Mow at 3 ½ – 4 inches.
3. Areas to be mowed and trimmed include:
 - Ball field (Baseball Park) 440 S. Sun 'N Lake Blvd, Lake Placid.
 - Area around the clubhouse including tennis courts, horseshoe pits and shuffleboard.
 - Front entrance outside the gate.
4. Sidewalk and concrete drive in front of clubhouse is to be edged and surface debris to be blown off with each mowing.
5. Trim grass and edge around hedges in front of and on the East side of clubhouse as needed. Total height of hedge not to exceed 4 feet.
6. Do not edge around trees of the ball field.
7. Area between mowed surface and the water's edge should be maintained with weed eater type equipment at a height not to exceed 10-12 inches.
8. Point of contact for this work is:

Sarah Albritton
Budget Analyst II/NAV
600 S. Commerce Ave
Sebring, Florida 33870
Phone: 863-402-6843
Fax: 863-402-6507
E-Mail: NAV@hcbcc.org

9. The awarded vendor will be required to submit monthly invoices to the NAV Division for approval for payment. The vendor shall submit invoices in accordance with the County's Prompt Payment Policy.
10. The "OFFICIAL FORMAL WRITTEN QUOTE FORM" must be used to submit a quote. The Board reserves the right to accept or reject any or all written quotes or any parts thereof.
11. The contract shall not be modified or amended except by written instrument signed by the DISTRICT and CONTRACTOR.
12. All notices hereunder shall be in writing and delivered personally or mailed by certified mail, postage prepaid, and addressed to the respective parties at their last known address or by electronic mail to last known electronic mail address.
13. The period of performance under this QUOTE shall be for an initial period of March 1, 2018 through September 30, 2019. Contract may be extended twice for 12-month periods each extension.
14. This written contract will be awarded by purchase order (Reference: Section 23, page 59 of the HCBCC's Adopted Purchasing Manual 9/19/2017.)

4. FORMS

(a) Price sheet

(b) 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

(c) Women/Minority Business Enterprise Certification

(If applicable)

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FORMAL WRITTEN QUOTE SUBMITTED BY:

IN RESPONSE TO: FWQ 18-007

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 2.8 of 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)

MONTHLY RATE: \$ _____.

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 18-007.

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.

