



FORMAL WRITTEN QUOTE (FWQ) REQUEST

FWQ Number: 18-015

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

TREE TRIMMING AT SUN N LAKES OF LAKE PLACID

1. GENERAL INFORMATION:

- | | | |
|-----|---------------------------------|---|
| 1.1 | Requesting/End-User Department: | <u>District Administrator</u> |
| 1.2 | Project Manager: | <u>Sarah Albritton</u> |
| 1.3 | Submittal deadline: | <u>3:30 pm on Wednesday July 11, 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, tree trimming experience</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 successful vendor to comply with the requirements of this solicitation and subsequent purchase order shall constitute a breach of contract. A purchase order may be issued to the vendor that submitted the next lowest/available price.
- 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) Worker' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Laws and Regulations. This insurance policy must include Employer's Liability with limit of \$100,000 each accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee).
- (c) Commercial Auto Liability Insurance. Contractor shall have and maintain commercial auto liability insurance with a limit of not than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- (c.) The vendor shall deliver a completed W-9 form to the County, within ten (10) days after the purchase order is issued, unless it has already done so.

All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- (1) "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.

2.12 The vendor shall be prepared to start providing services within the time stated on their quote. 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.

2.13 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 County can provide for direct purchase if coordinated by the successful Vendor.

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 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.

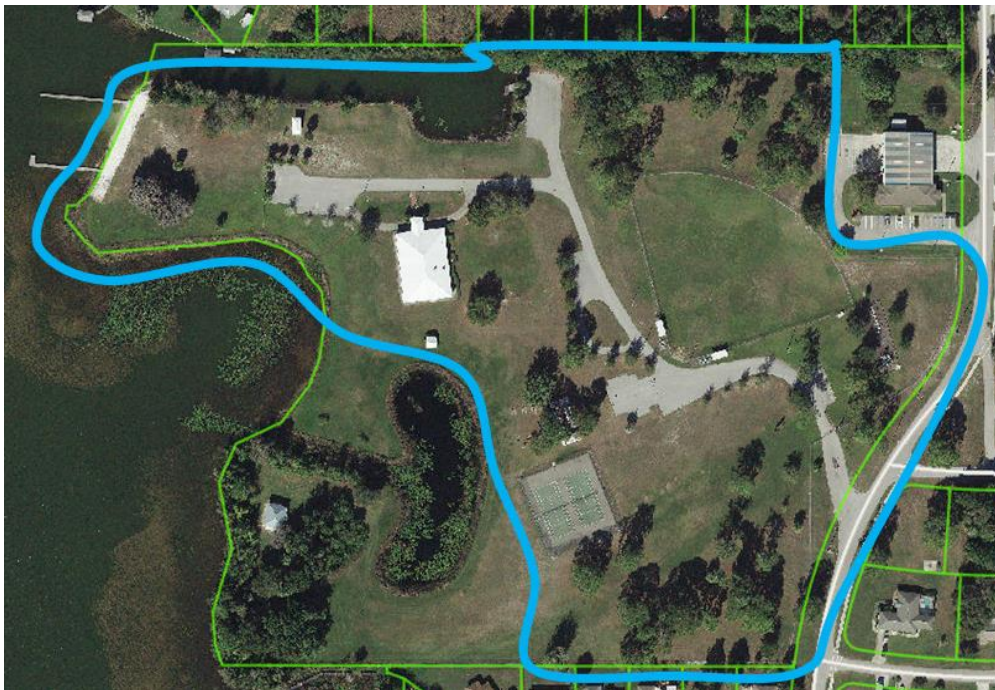
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

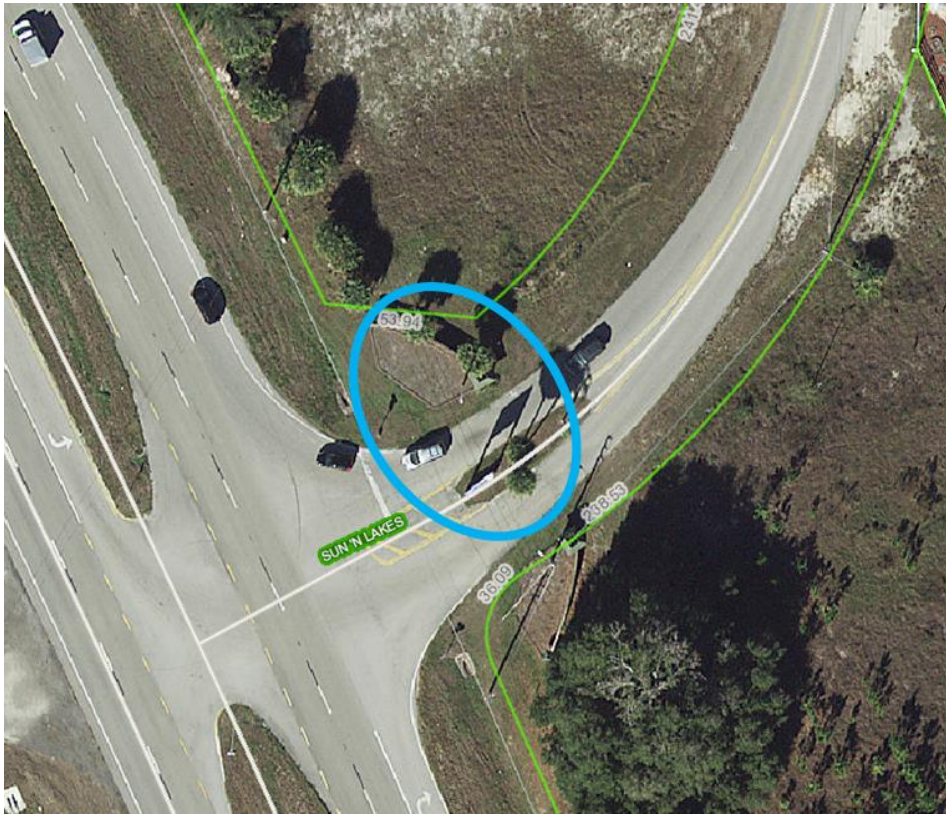
3. REQUIREMENTS, DELIVERABLES AND QUALIFICATIONS

- 3.1 Trim and thin out all trees within the fenced area of the blue outlined area on the map below of Sun N Lakes of Lake Placid Special Benefit District park. This includes trees at the entrance and in the County's right-of-way (outside fence) to ensure at least a 6'6" head clearance. Please cut limbs at trunk of tree where it is healthier for the tree and to ensure new growth does not cause the limb to lower to less than 6'6" head clearance in the near future.
- 3.2 Remove dead hanging limbs from all trees.
- 3.3 Trim and thin out Palm Trees within the fenced area of the park and trees located along Sun N Lakes Blvd. from entrance to end of fence line including the palms in planters in front of the Clubhouse.
- 3.4 Clean vegetation around the base of all trees to be sure a mower can maneuver around the tree base.
- 3.5 Remove lying dead limbs/trees from park including the waterline areas.
- 3.6 Remove and grind stump of small dead oak tree next to parking lot behind Clubhouse.
- 3.7 Trim and thin out palm trees on the median in County right-of-way at Sun N Lakes of Lake Placid entrance at the intersection of Sun N Lakes Blvd and HWY27. The dead palm tree will be removed by county staff.

LOCATION: **440 S. Sun N Lakes Blvd, Lake Placid, FL 33852**



LOCATION: **Intersection of Sun N Lakes Blvd and HWY27, Lake Placid, FL 33852**



4. **PRICING**

Pricing shall include all trimming and removal of debris as specified in scope and disposal off site in a proper manner. This project is a lump sum bid price.

2. **FORMS**

- (a) Quote Form sheet (Page 6)
- (b) Certification, if applicable, for Local Preference (see attached form) and Minority/Women Business Enterprises provide certification from a Highlands County approved source.

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FORMAL WRITTEN QUOTE

IN RESPONSE TO: FWQ 18-015

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: _____

DOCUMENTATION INCLUDED (Check if included):

W-9 FORM ☐

SAMPLE ACCORD LIABILITY INSURANCE ☐

or CONFIRMATION LETTER SHOWING YOU CAN OBTAIN

(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) ☐

THE QUOTE WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE COMPANY THAT SUBMITS THE LOWEST TOTAL PRICE.

QUOTE:

LUMP SUM PRICE: \$ _____

(Price written in words)

Time required to complete this project: _____ Notice required before starting: _____ days

I HEREBY CERTIFY THAT I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS AND CONDITIONS OF FWQ 18-015.

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