



City of Naples

REQUEST FOR (FWQ) FORMAL WRITTEN QUOTES FWQ No. 19-060 - Beach End Exotic Vegetation Removal

FWQ'S ARE DUE ON/BEFORE 4:00 PM, 08-19-2019
Minimum time frame 11 full days

Section A:

PRODUCT (COMMODITY) / SCOPE OF SERVICES:

This quote is to seek a vendor to provide the attached list of products and/or all labor, equipment, material and supervision necessary to perform the work described in Scope of Services.

Section B:

REQUEST COMMODITY CODE(S):

120-92 988-89 515-00 968-88

Section C:

DEPARTMENT INFO / DELIVERY ADDRESS, ETC:

Community Services Department

Heather Shields; City Arborist - Project Manager

280 Riverside Circle, Naples, FL 34102

If you need a tour of the site, please call the Arborist and make an appointment at 239-213-7136.

When submitting this form, please read Section H of this document.

Section D:

SPECIAL CONDITIONS:

- 1. Award:** Award shall be made to the lowest, most qualified and the most responsible bidder meeting the City's Purchasing Policy for each section of work identified. The City reserves the right to reject any and all bids/proposals or any part of any bid/proposal and to award a contract in a manner that is in the best interest of the City. The project will may be awarded in part or whole after review of the received bids/proposals.
- 2. Price:** Will remain firm for the contract period. Annual Agreement pricing will remain the same for the contract period with four 1-year renewal options upon mutual agreement between the CITY and the VENDOR. The pricing schedule shall be inclusive of any freight, transportation, handling, delivery, surcharges, or any other incidental charges. The pricing shall be exclusive of any Federal or State taxes, as the City of Naples is exempt from payment of such taxes, unless otherwise stated in this solicitation. The City will not be obligated to pay any sales tax, and the overall pricing schedule shall be completed accordingly.
- 3. Payment:** Shall be made after satisfactory completion of the delivery or work.
- 4. Respondents:** Before submitting a FWQ, respondent shall become fully informed as to the extent and character of the product and/or work and shall carry all required license(s) of the City, County, State and Federal Government if applicable. It is understood by the respondent that the submission of a FWQ is agreement with all conditions referred to

Company Name: _____

Authorized Signature: _____

herein.

5. **IRS Form:** Submit signed IRS W-9 form. Latest version (October 2018).
6. **Insurance:** Shall be provided by Awarded Vendor prior to the start of work.
7. **References:** City reserves the right to request references with whom your company has provided stated products and/or services within the last 2 years.
8. **Submittal:** Submit all pages of the FWQ with Vendor name and signature.
9. **Other:** All products and/or materials shall be new, and shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the item or materials are received, inspected, and accepted by a representative of the City.

Section E:

GENERAL SPECIFICATIONS

A. SCOPE OF SERVICES

The City of Naples' (City) Community Services Department (Department) is requesting quotes for exotic vegetation removal at several beach end locations while ensuring the site's ecological integrity is protected. The project involves removing Hawaiian half-flower (*Scaevola frutescens*) and all other exotic vegetation from designated areas. All cut stumps of exotic and nuisance vegetation shall be treated as necessary to prevent re-growth with an appropriate systemic herbicide for aquatic applications approved by the Department in advance. No aerial spraying is authorized.

Please see Attachment A: Site Locations and Estimated Square Footage.

B. AWARD OF BIDS

Award shall be made to the lowest, most qualified and the most responsible bidder meeting the City's Purchasing Policy for each section of work identified. The City reserves the right to reject any and all quotes/proposals or any part of any quotes/proposal and to award a contract in a manner that is in the best interest of the City.

The project will may be awarded in part or whole after review of the received quotes/proposals. Number of locations awarded will be based on funds available for this fiscal year.

C. PROJECT MANAGEMENT

The City Arborist will serve as the City's Project Manager.

D. LICENSES AND PERMITTING

Licenses are required by Collier County to perform this work; licenses issued by the State of Florida may supersede Collier County requirements. Contractors should investigate and determine if they hold the required license(s). All required license(s) must be active and in good standing at the time of the bid opening; all required licensing must be provided to the City at the time of bid opening.

E. INSURANCE

Successful contractor(s) shall furnish proof of insurance per the City's specifications and requirements.

F. CONDUCT

The Contractor and his employees shall always conduct themselves in a proper and efficient manner. They shall be fully clothed in matching, well-maintained, company uniforms; with name of company clearly visible. Proper safety equipment shall be worn as required to complete each task and in accordance with industry safety standards (i.e., eye protection, ear protection, safety vests, helmets, harnesses, etc.). The City may require the contractor to remove from the work site any employee(s) whose continued employment on the job is considered to be contrary to the best interest of the City. All personnel working on the City contract must be capable of communicating effectively with City Representative and the public in English.

G. CONTRACTORS EQUIPMENT

As a Contractor to the City, all vehicles and equipment must be maintained in good repair, appearance and sanitary condition

Company Name: _____ Authorized Signature: _____

at all times. Vehicles must be identified with the name of the company and phone number clearly visible. In addition, the contractor shall be responsible for using the necessary safety equipment according to State DOT and OSHA standards while working on City, County, or State roads. This may include areas such as parks, sidewalks and right of ways.

H. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with contract specifications and City, County and State Laws.

I. SCHEDULING OF WORK

All work shall be performed from Monday to Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the Project Manager. No work may be performed on Saturdays, Sundays or legal holidays.

Work will begin within 5 business days after notice to proceed and must be completed with 30 business days.

Work performance deficiencies and associated problems identified by the City must be corrected by the Contractor within a minimum of three-working days of notification by the Project Manager. The City has the sole authority to determine if a performance deficiency or problems exists that the Contractor must correct.

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

Payment requests shall be submitted at the completion of work to the Project Manager. The Project Manager shall only approve payment requests for actual work completed by the Contractor and approved by the City. Should performance deficiencies exist, the City shall withhold payment for the work in question until the Contractor completes the work to the satisfaction of the Project Managers. Please see "FINAL INSPECTION AND APPROVAL" for additional payment details.

K. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the specified work in accordance with the requirements and standards identified in the City's specifications. The City may withhold part or all payments due to the Contractor until work deficiencies are corrected.

L. QUALIFICATIONS

The Contractor shall be licensed with a minimum of two (2) years of experience in exotic vegetation removal and/or environmental work. All bidders shall provide, with their bid proposal, a list of at least two (2) commercial references, a list of personnel and equipment. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

N. REJECTING DEFECTIVE WORK

The City through its Project Manager shall have the sole authority to disapprove or reject work, which she/he believes to be unacceptable work and not in accordance with Contract Documents. City will notify the contractor, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work within three-working days and bear all costs to correct the defective work. The contractor will contact the Project Manager to advise when staff shall be on site to correct the rejected work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, within three-working days after the written notice is issued, the City will withhold payment due to the Contractor for the portion of service not rendered.

O. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of written notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor shall comply with all OSHA and other Federal and State safety standards.
3. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

P. PROTECTION OF OVERHEAD UTILITIES

The work required under this contract may be conducted in areas where overhead electric, telephone, and cable television

Company Name: _____ Authorized Signature: _____

facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage, injuries and fatalities related to any work performed in connection with this contract. The contractor shall make arrangements with the utility company for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor, provided said delays are documented in writing and the Project Manager is promptly informed of potential delays caused by utility companies.

Q. PROTECTION OF UNDERGROUND UTILITIES

The Contractor shall be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities and shall be responsible for all claims for damage, injuries and fatalities related to any work performed in connection with this contract.

R. TRAFFIC CONTROL

1. Contractor shall be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.

2. Contractor shall be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads, right of ways, etc. as a sub- Contractor of the City.

WORK SPECIFICATIONS

The City of Naples' (City) Community Services Department (Department) is requesting proposals for exotic vegetation removal at several beach end locations while ensuring the site's ecological integrity is protected. The project involves removing Hawaiian half-flower (*Scaevola frutescens*) and all other exotic vegetation from designated areas. All cut stumps of exotic and nuisance vegetation shall be treated as necessary to prevent re-growth with an appropriate systemic herbicide for aquatic applications approved by the Department in advance. No aerial spraying is authorized.

A. GENERAL OBJECTIVE

The objective of this project is to provide exotic vegetation removal along beach access points.

B. SCOPE OF WORK

1. Exotic Vegetation Treatment

- a. Contractor shall provide all labor, equipment, fuel and incidentals to cut, remove, and treat all exotic and nuisance vegetation, listed by the Florida Exotic Pest Plant Council (FLEPPC) as Category one (1) and two (2) plant species.
 - b. Only EPA certified herbicides; approved by the City of Naples will be utilized and applied under the supervision of State of Florida License Pesticide Applicators.
 - c. All cut vegetation shall be disposed of off-site.
2. Trash uncovered as a result of the debris removal and any other trash found in the site area shall be collected and hauled away by the awarded vendor.
3. Area/Sand shall be raked level and all small removal debris (to include sticks) shall be removed.
4. The site shall be left in a condition that will allow for site planting.

C. FINAL INSPECTION AND APPROVAL

All work scheduled for completion under this contract shall be completed according to the requirements. Final acceptance by the City shall be after a three (3) month mortality period from the substantial completion date. At final acceptance, the Contractor shall demonstrate to the City that all exotic vegetation on site has been exterminated to the City's complete satisfaction. The Contractor at no additional cost to the City shall properly remove any re-growth of stumps, cut limbs, or newly discovered exotic plants. Final project approval is contingent upon the Project Manager. Payment shall be made for the work completed and accepted upon initial inspection by the Project Manager. Retainage in the amount of ten percent (10%) of all work completed will be withheld from the payment. The ten percent (10%) will be released following the final acceptance (after 3-month mortality period).

D. SENSITIVE ENVIRONMENTAL HABITAT

All work scheduled for completion under this contract is being completed on land that is considered to be environmentally

Company Name: _____ Authorized Signature: _____

sensitive.

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Section F: Pricing Schedule

Item No.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT COST	LINE ITEM COST
1	Vedado Way	1	EACH		\$0.00
2	Via Miramar	1	EACH		\$0.00
3	6th Avenue North	1	EACH		\$0.00
4	5th Avenue South	1	EACH		\$0.00
5	8th Avenue South	1	EACH		\$0.00
6	14th Avenue South	1	EACH		\$0.00
7	15th Avenue South	1	EACH		\$0.00
8	16th Avenue South	1	EACH		\$0.00
9	21st Avenue South	1	EACH		\$0.00
10	33rd Avenue South	1	EACH		\$0.00
TOTAL FWQ COST:					\$0.00

The quantities above are estimated and are used for price comparisons only.

Section G: Payment Options

<p>This solicitation has potential for P-Card payment. Does your company accept credit card payment? <input type="checkbox"/> YES <input type="checkbox"/> NO If "yes," please indicate payment options on the chart below.</p>			
PAYMENT OPTIONS	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____ % _____ Days; Net 30 Days			

Section H: (FWQ) Formal Written Quote Submission Information

FWQ'S ARE DUE ON/BEFORE 4:00 PM, 08-19-2019

Minimum time frame 11 full days

- **Delivery FWQ to:** City of Naples; Purchasing Division; 735 8th Street S.; Naples, FL 34102
- **Email To:** purchasing@naplesgov.com
- **Fax to:** (239) 213-7105
- **Questions:** Email preferred. Contact: Danielle Gilbert at (239) 213-7100 / dgilbert@naplesgov.com

Company Name: _____ Authorized Signature: _____

Section I: Vendor / Respondent Information

Company Representative Signature: _____

Printed Name and Title: _____

Company Name: _____ FEI/EIN Number: _____

Full Address: _____

Telephone: _____ Email: _____

Company Name: _____ Authorized Signature: _____

PURCHASE ORDER TERMS AND CONDITONS

1. **Description of Goods; Sale and Delivery.** Seller shall sell, transfer, and deliver to Buyer the goods described on this Purchase Order.
2. **Acceptance of Goods.** Acceptance of the goods shall not be deemed to have been made until both Buyer and Seller have agreed that the goods in question are to be appropriate to the performance of this Agreement.
3. **Rate and Time of Payment.** Unless otherwise specified, Buyer shall make payment to Seller for the goods as provided for in Florida Statute Section 218.70 known as the Florida Prompt Payment Act after the goods are received and accepted by Buyer.
4. **Receipt of Goods.** The goods shall be deemed received by Buyer when delivered and inspected, and accepted at the delivery address as stated on the front of this Purchase Order.
5. **Risk of Loss.** The risk of loss from any casualty to the goods, regardless of the cause, shall be on Seller up to the time of receipt of the goods by Buyer at the place of delivery, but only after any proper inspection has been completed without rejection of the goods.
6. **Warranty Against Encumbrances.** Seller warrants that the goods are now free, and at the time of delivery shall be free, from any security interest or other lien or encumbrance.
7. **Warranty of Title.** Seller warrants that the Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.
9. **Product Warranty.** Seller provides general warranties of fitness and general warranties that the goods are free from defects, for 1 year from acceptance of the goods, except as may otherwise be set forth in the Description/Proposal, or other attached warranty.
10. **Right of Inspection.** Buyer shall have the right to inspect the goods at the time and place of delivery, and within 5 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of the condition, quality, or grade of the goods, and Buyer must specify in detail the basis of such claim.
11. **Procedure as to Rejected Goods.** On receipt of notification of rejection, Seller will immediately arrange to receive back the goods for shipment and return. However, within 5 days, Seller may have an agent inspect such goods for nonconformity; otherwise, such inspection will be made on return to Seller's storage facility. When such goods are confirmed or acquiesced in as nonconforming, Seller will ship conforming goods within 30 days of the notice of rejection unless Buyer earlier notifies Seller to forgo such shipment.
12. **Governing Law.** The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Florida and agree that the law of the State of Florida will govern their rights and duties. The parties specifically intend that the provisions of Article 2 of the Florida Uniform Commercial Code will control as to all aspects of this Purchase Order and its interpretation, and that all the definitions contained therein will be applicable to this Purchase Order except where this Purchase Order may expressly provide otherwise.
13. **Bid Documents.** If this Purchase Order is the result of an Invitation to Bid, or Request for Proposals the terms and conditions of the Bid or Proposal Documents shall apply.
14. **Notices and Address of Record.** All notices required or made pursuant to this Purchase Order to be given by Seller to Buyer shall be in writing and shall be delivered to the following:

Company Name: _____

Authorized Signature: _____